

A COLLECTION OF
TREATIES, ENGAGEMENTS
AND SANADS

RELATING TO INDIA AND
NEIGHBOURING COUNTRIES

COMPILED BY

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UNDER-SECRETARY TO THE GOVERNMENT OF INDIA
IN THE FOREIGN DEPARTMENT

VOL. I

CONTAINING

THE TREATIES, &c., RELATING TO THE
UNITED PROVINCES, OUDH, BENGAL, AND
THE CENTRAL PROVINCES

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* Khairagarh Nandgaon Kondka Kawardha, Kanher, Sakti, Sarangarh Raigarh *cum* Bargarh

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PART I.

TREATIES, ENGAGEMENTS, AND SANADS

RELATING TO THE

UNITED PROVINCES OF AGRA AND OUDH.

I.—RAMPUR.

THE first settlers of the Rohilla Afghans were two brothers, Shah Alam and Husain Khan. The son of the first of these, Daud Khan, achieved some distinction in the earlier part of the eighteenth century. But the rise of the family is owing mainly to his son, Ali Muhammad Khan, who was adopted by Daud Khan. Ali Muhammad by his successes on his father's death collected many Afghan adventurers, and for his services against the Bara Saiyids he received the title of Nawab and a grant of the greater part of Rohilkhand. He happened to offend the Subadar of Oudh, who repaired to Delhi, and by his representations induced the King of Delhi Muhammad Shah, to take the field against the Rohilla Chief. Ali Muhammad was compelled to surrender, and was made to relinquish his territory, and to deliver two of his sons as hostages.

Not long afterwards he was placed in charge of Sirhind, but taking advantage of the confusion in the first months of the Emperor's reign, consequent on the invasion of Ahmad Shah Abdali, he passed into Rohilkhand and made good his supremacy over the province. In the next reign he obtained a confirmation of this territory from the son of Muhammad Shah.

Previous to his death, he made a disposition in favour of his six sons, and till the return from captivity of his two elder sons (who had been seized by Ahmad Shah) and the majority of his other sons, he entrusted his territory to the guardianship of Hafiz Rahmat Khan, the brother, and Dudi Khan, the cousin, of Daud Khan. Not long after his death the two sons were released. The final arrangement made by the guardians was to place Faizulla in a jagir comprising Rampur Katra, estimated to be worth six lakhs per annum.

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PART I.

TREATIES, ENGAGEMENTS, AND SANADS

RELATING TO THE

UNITED PROVINCES OF AGRA AND OUDH.

I.—RAMPUR.

THE first settlers of the Rohilla Afghans were two brothers, Shah Alam and Husain Khan. The son of the first of these, Daud Khan, achieved some distinction in the earlier part of the eighteenth century. But the rise of the family is owing mainly to his son, Ali Muhammad Khan, who was adopted by Daud Khan. Ali Muhammad by his successes on his father's death collected many Afghan adventurers, and for his services against the Bara Saiyids he received the title of Nawab and a grant of the greater part of Rohilkhand. He happened to offend the Subadar of Oudh, who repaired to Delhi, and by his representations induced the King of Delhi, Muhammad Shah, to take the field against the Rohilla Chief. Ali Muhammad was compelled to surrender, and was made to relinquish his territory, and to deliver two of his sons as hostages.

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When the Marathas had in 1771 placed Shah Alam on the throne of Delhi, they turned their attention to the conquest of the Rohilla country. Alarmed by their approach, the Rohillas temporized with them, and meanwhile proposed an alliance with the Nawab of Oudh. In 1772 an alliance offensive and defensive (No. I) was concluded, by which the Rohillas agreed to pay to the Nawab forty lakhs of rupees, on condition of his expelling the Marathas.

After the Marathas had extorted from the Emperor the grant of the districts of Allahabad and Kora, the Nawab became thoroughly alarmed and applied to the English, who were bound by Treaty to assist him. At a conference with Warren Hastings at Benares, the Nawab procured the promise of troops to assist him in his designs against the Rohillas, who were unable to resist the Marathas and who had failed in their pecuniary obligations. The Wazir also made a treaty with the Emperor, in which it was stipulated that the Emperor should assist him in the expedition, and receive a share of the conquered territory.

The Rohillas, who resisted the invasion of their country, were defeated after a most gallant struggle, in which Hafiz Rahmat was slain. Faizulla Khan withdrew with the remains of the Rohilla army to the hills, and after some negotiations and petty skirmishes, an Agreement (No. II), known as the Treaty of Lal Dhang, was made between him and the Nawab in 1774 under the British guarantee, by which he was secured in the State of Rampur, on condition of military service to the Wazir. In 1783 the obligation of service was commuted (No. III) under the guarantee of the British Government to a cash payment of Rs. 15,00,000.

On the death of Faizulla Khan, disturbances broke out in the family, Muhammad Ali Khan, the eldest son, was murdered by his brother, Ghulam Muhammad Khan, who usurped the jagir. As the State was held under British guarantee, the aid of British troops was given to the Nawab of Oudh in ejecting the usurper and installing Ahmad Ali Khan, the son of Muhammad Ali Khan. A preliminary Agreement (No. IV) was executed in 1794 between the British Government, the Nawab, and the Rohilla tribe, after which in the same year Ahmad Ali Khan was restored by Treaty (No. V) under British guarantee to a portion of the State, the rest being annexed to Rohilkhand.

On the cession of Rohilkhand to the British Government in 1801, the family were continued in their possessions.

Ahmad Ali Khan died in 1839. The succession of his only daughter was rejected, and the next heir, Muhammad Saïd Khan, the eldest son of Ghulam Muhammad Khan, was put in possession of the State. An Engagement (No VI) was taken from him in 1840 that he would govern his State rightly, and provide for the inferior Rohilla Chiefs. A similar Engagement (No VII) was taken in 1855 from Muhammad Yusuf Ali Khan, the eldest son and successor of Muhammad Saïd Khan.

For his services during the rebellion of 1857, Muhammad Yusuf Ali Khan received in 1860 a grant of land (No VIII), yielding Rs 1 28 527-4-0. It was at first proposed to cede the pargana of Kasipur but for greater compactness villages on the Moradabad and Bareilly frontier were afterwards substituted. An error occurred in the allotment of a portion of this land, owing to the similarity in the name of some villages situated respectively within British and Rampur limits, but this was subsequently (in 1864) rectified by an Agreement (No IX). In terms of the grant, dated the 7th November 1864, these villages were assigned in full sovereignty 'with only this stipulation that existing rightful tenures were to be respected.

In 1864 the Nawab ceded to the British Government in full sovereignty the land required for the railway to be constructed through his jagir, and also agreed to exempt from duty all traffic passing through his territory (Nos X and XI). In 1891 the Darbar agreed to contribute a loan of Rs 47,00,000 towards the construction of a standard gauge line from Bareilly, *via* Rampur to Moradabad, giving the land required free of cost, and ceding to the British Government full jurisdiction within the limits of the railway.

Muhammad Yusuf Ali Khan was created a Knight of the Order of the Star of India, and was in 1862 assured by Sanad (No XII) that on failure of natural heirs, any succession to the administration of his State, which might be legitimate according to Muhammadan law would be upheld. He died in April 1865, and was succeeded by his eldest son, Muhammad Kalb Ali Khan, who entered into an Agreement (No XIII) similar to that taken from his father in 1855 (No VII).

Muhammad Kalb Ali Khan was created a Knight Grand Commander of the Order of the Star of India in 1875, and a Companion of the Indian Empire in 1878. At the Delhi Darbar of 1877 he received the title of Councillor of the Empress of India, and was granted a personal salute of 15 guns for life, his ordinary salute being 13 guns.

Muhammad Kalb Ali Khan died on the 23rd March 1887, and was succeeded by his son, Muhammad Mushtak Ali Khan, who had been previously, in 1884, acknowledged by the Government as heir-apparent. He entered into an Agreement (No. XIV) similar to that taken from Muhammad Kalb Ali Khan in 1865 (No. XIII). Owing to his weak health, and consequent inability to give the requisite personal attention to the administration, the Government appointed a Council of State consisting of a Vice-President and two Members, with the Nawab himself as President, to conduct the administration.

On Muhammad Mushtak Ali Khan's death on the 25th February 1889, the right of succession of his eldest son and duly recognized heir, Muhammad Hamid Ali Khan, a youth of 14, was declared on the 27th of the same month. The Council of State, with the same Vice-President and Members, was constituted a Council of Regency, with more closely defined powers, and with Sahibzada Safdar Ali Khan, half-brother of the late Nawab Muhammad Yusuf Ali Khan, as President to administer the State during the minority of Muhammad Hamid Ali Khan. General Azim-ud-din Khan was appointed Vice-President of the Council of Regency. He was murdered in April 1891; and the President, Sahibzada Safdar Ali Khan, having resigned in the following July, Major Vincent of the Central India Horse was appointed to be President, and to discharge also the duties of Vice-President.

The young Chief's training was entrusted to Captain Colvin as his governor, and Mr. H. O. Budden as his tutor. In order to complete his education the Nawab went on a tour round the world, and while in England was presented to Her late Majesty Queen Victoria. On the 4th April 1894 Muhammad Hamid Ali Khan was installed as Nawab, the Council of Regency being replaced by an Administrative Council. On the 1st June 1896 the Nawab was invested with full powers, and the Administrative Council was abolished, the Nawab entering into the usual agreement with the British Government (No. XV). On the 22nd June 1897 Muhammad Hamid Ali Khan was appointed an Honorary Major in the 9th Hodson's Horse.

In 1899 an Agreement (No. XVI) was concluded for the effective control and discipline of the Rampur Imperial Service Troops when serving beyond the State frontiers.

The Nawab signed a revised Agreement (No XVII) in 1899 ceding full and exclusive power and jurisdiction of every kind over the portions of the Bareilly-Rampur-Moradabad Railway lying within the limits of his State

Muhammad Hamid Ali Khan was present at the Imperial Darbar held at Delhi on the 1st January 1903, and at Lucknow on the occasion of His Royal Highness the Prince of Wales' visit in December 1905. The Nawab's eldest son is Sahibzada Hasan Ali Khan Bahadur, born on the 3rd October 1900.

The area of the Rampur territory is about 892 square miles, and the population, according to the census of 1901, is 533 212. The gross revenue of the State amounts to 35 lakhs a year.

The military force, including irregulars, consists (1905) of 293 Imperial Service cavalry, 205 artillery men, 28 serviceable guns, 149 cavalry, 40 camel sowars, 1,912 infantry and 74 armed police.

The State is liable to pay nazarana on succession.

The Ruler or Wali of Rampur has the hereditary title of 'Farzand-i-Dilpazir Daulat-i-Inglisia', and he is entitled to a salute of 13 guns, which was finally approved in Her Majesty's Order in Council of the 26th June 1867.

No. I.

TRANSLATION of a TREATY entered into between the VIZIER of the EMPIRE, SHUJAH-UL-DOWLA, and the ROHILLA SIRDARS, reciprocally interchanged,—13th June 1772.

First.—Friendship is established between us, and we, Haffiz Rhamut Khan and Zabitah Khan, and all the other Rohilla Sardars, great and small, have agreed and determined with the Vizier of the Empire, Shujah-ul-Dowla, that we adhere to the substance of this writing, and never deviate from this Agreement; that we esteem his friends as our friends, and his enemies as our enemies, and that we and our heirs, during our lives, shall adhere firmly to this our Oath and Agreement, that we shall be united and joined together for the protection of the country of the Vizier of the Empire and of our own country; and if any enemy (which God forbid) should make an attempt against us and the Vizier, we, the Rohilla Sardars and the Vizier of the Empire, shall use our joint endeavours to oppose him; we also, all the Rohilla Sardars, shall also join and unite in any measures that may be determined by the Vizier of the Empire for the benefit of the Nabob Mahomed Zabitah Khan. We, both parties swear by the Almighty, His Prophet, and the sacred Koran, that we will firmly adhere to this solemn Agreement, nor ever deviate from this our Treaty.

This Treaty confirmed by oath, and sealed in the presence of General Sir Robert Barker.

Written on the 11th of the month Rubba-ul-awwal, 1186 Hegira, or 13th June 1772.

(Sd.) WILLIAM DAVY;

Persian Interpreter.

TRANSLATION of the AGREEMENT given by HAFFIZ RHAMUT KHAN to the VIZIER.

As the Vizier of the Empire, the Nabob Shujah-ul-Dowla, will put the Rohilla Sardars in full possession of their country, it is at his own option to effect it either by peace or war. Should the Mahrattas at this time, without coming to an engagement or peace being established, cross the river, and retreat owing to the rainy season, and after that is elapsed, commit disturbances in the country of the Rohillas, the quelling of these disturbances shall belong to the Vizier. The Rohilla Sardars, after the aforesaid business, do agree to pay the sum of 40 lakhs of rupees on the following terms; *viz.*, as the Mahrattas are now committing disorders in the country of the Rohillas, the Vizier shall march from Shahabad to such place as may be thought proper to arrive at, in order that the Rohilla dependents may come out of the jungles and arrive at their own homes.

The sum of ten lakhs of rupees shall then be paid in ready money, in part of the stipulation, and 30 lakhs of rupees shall be discharged in three years, beginning from the Fussellee year 1186.

This Agreement is sealed in the presence of General Sir Robert Barker.

No. II.

TREATY, under the Hands and Seals of the NABOB SHUJAH-UL-DOWLA BEHAUDER and COLONEL CHAMPION,—1774

A friendship having been entered into between me and Fyzoollah Khan I have agreed to give him the country of Rampore and some other districts dependent thereupon, producing altogether an annual revenue of shall retain
I therefore
all occasions,
promote his interest and advantage to the utmost of my power, upon the following conditions That Fyzoollah Khan shall enter into no connection with any person, but myself and that he shall hold no correspondence with any person, except the English Chiefs, that he shall consider my friends as his friends, and my enemies as his enemies and that with whomsoever I shall make war, Fyzoollah Khan shall send two or three thousand men according to his ability, to join my forces and if I march in person, Fyzoollah Khan shall himself accompany me with his troops and if, on account of the smallness of the number of the forces he is to retain in his service, he is not able to accompany me, I will then appoint him three or four thousand more troops, that he may accompany me with a good army, and I will be at the expense of supporting them Upon the performance of these conditions, I have agreed to give the said countries, at the afore-mentioned revenue, to Fyzoollah Khan, and to promote his interest and advantage to the utmost of my power.

If Fyzoollah Khan fulfil the Articles of his Treaty, and adheres steadily to it, God willing, I will not neglect whatever may be for his advantage

He shall send the remainder of the Rqhillas on the other side of the river.

I have sworn by the holy Koran, calling God and His Prophet to witness to the performance of these Articles

Colonel
Champion's
Seal

Rajah 1188.

The Vizier's
Seal

TREATY, under the Hands and Seals of FYZOULLAH KHAN and
COLONEL CHAMPION,—*October 1774.*

A friendship having taken place between the Nabob Vizier-ul-Moolk Behauder and me, and the Nabob Vizier having been graciously pleased to bestow on me a country, I have sworn on the holy Koran, calling God and His Prophet to witness to what I engage, that I will always, whilst I live, continue in submission and obedience to the Nabob Vizier; that I will retain in my service five thousand men, stipulated by the Nabob Vizier, and not a single man more; that with whomsoever the Nabob Vizier shall engage in hostilities, I will assist him; and that if the Nabob Vizier shall send an army against any enemy, I will also send two or three thousand of my troops to join them; and if he goes in person against any enemy, I will personally attend him with my forces: that I will have no connection with any person, but the Nabob Vizier, and will hold no correspondence with any one, the English Chiefs excepted; that whatsoever the Nabob Vizier directs I will execute; and that I will at all times, and on all occasions, both in adversity and prosperity, continue his firm associate.

I have sworn on the holy Koran, calling God and His Prophet to witness to the performance of these Articles: may God and His Prophet punish me if I act contrary to them:

Seal
of Colonel
Champion.

Rajab 1188.*

Seal
of Fyzollah
Khan.

No. III.

TRANSLATION of a writing given by MAJOR WILLIAM PALMER
to the NABOB FYZOULLAH KHAN,—*17th February 1783.*

Company's
Seal.

Whereas Treaties of various Articles having subsisted formerly between the late Vizier Shujah-ul-Dowla, and the present Vizier, Ausuf-ul-Dowla, with the Nabob Fyzollah Khan, one Article contained in those Treaties was, that the Nabob Fyzollah Khan should, whenever His Excellency sent his troops upon service, supply a force to join them of two or three thousand men. This has been the occasion of disputes and doubts between the parties. Therefore the Nabob

(Sd.) J. P. AURIOL,
Secretary.

* October 1774.

Fyzoollah Khan has through me requested His Excellency the Vizier to remit that Article by which he is bound to supply a force occasionally, the following Khereeef and the remaining three lakhs in the beginning of the Khereeef of the Fussellee year 1192 His Excellency the Vizier has also agreed upon these conditions to remit the obligation by that Article in the former Treaties from this date the fourteenth of Rubby ul Awul in the Hegira year 1197 the rest of the Articles am deputed on the part of His Excellency the Council engage that the Nabob Vizier ps and should he demand it, the gentlemen with him on the part of the gentlemen of the Council, shall remonstrate against his demands provided the Nabob Fyzoollah Khan complies with all the Articles contained in the Treaty between His Excellency and him, y a force and that the Nabob the farmers of the Nabob s the Vizier will on his part, comply with the Articles of the former Treaty and the Officers of his Government will not protect or encourage any of Fyzoollah Khan s farmers in their districts I agree to have the Treaty on the part of His Excellency the Vizier for disengaging the Nabob Fyzoollah Khan from the obligation of supplying a force and the paper of guarantee from the gentlemen of the Council wrote and sent to the Nabob Fyzoollah Khan

Dated the 14th of Rubby ul Awul, 1197 Hegira, or 17th of the month of February English 1783

Agreed in Council at Fort William, 30th June 1783

(Sd) WARREN HASTINGS

„ EDWARD WHELER

„ JOHN MACPHERSON

„ JOHN STUBBS.

(A true translation)

(Sd) ROBERT GREGORY,

Assistant to the Resident, at the Vizier's Court

No. IV.

TRANSLATION of the preliminary ENGAGEMENT between the NABOB VIZIER-UL-MOMALIK ASUF JAH, AUSUF-UL-DOWLA YEHEHA KHAN BEHAUDER, HUZZUBER JUNG, the ENGLISH COMPANY, and the ROHILLA TRIBE,—*29th November 1794.*

ARTICLE 1.

When this preliminary Engagement shall be executed, hostilities shall cease between the Nabob Vizier-ul-Momalik Asuf Jah Behauder and his allies and the Rohilla army.

ARTICLE 2.

The Nabob Vizier-ul-Momalik Asuf Jah Behauder agrees, that he has pardoned the family of the Nabob Fyzoollah Khan, deceased, and their adherents, the faults which they have committed :* thus Golam Mahomed Khan has delivered an account of the treasure which was left by the Nabob Fyzoollah Khan, at his death, to the period that he had charge of it. From that treasure the sum of one lakh and four thousand gold mohurs has been expended since Golam Mahomed Khan left the Rohilla camp; this being deducted, the balance is the sum demanded.

ARTICLE 3.

The Rohilla army agree that they will give over in deposit to the Company whatever may remain of the treasure of the family of Fyzoollah Khan, deceased.

ARTICLE 4.

The Nabob Vizier-ul-Momalik Asuf Jah Behauder agrees, that he will bestow on Ahmed Ally Khan, the grandson of the Nabob Fyzoollah Khan, deceased, mehals in Jaghire, at the annual jumma of ten lakhs of rupees, and that the town of Rampore shall be a part of the said jaghire; and as Ahmed Ally Khan is a minor, therefore Nussur Ullah Khan Behauder, son of Abdoola Khan, deceased, shall be nominated the guardian of Ahmed Ally Khan, and the manager of the said jaghire, until Ahmed Ally Khan shall arrive at the age of — years.

ARTICLE 5.

When the Rohilla army shall have given over the treasure, as is expressed in the third Article, the armies of the Nabob Vizier-ul-Momalik

* This sentence belongs to the third Article, but being subsequently added to the Preliminary Engagement, was written under the second Article by mistake.

Asuf Jah Behauder and of the English Company shall march away from hence, and the Rohilla army shall disperse and go wherever they think proper

Done at Puttaghat, in the English Camp, this 5th of Jemmadie-ul-Awul, 1209 Hegira

(The seal of the Nabob Vizier-ul-Momalik Ausuf ul-Dowla Asuf Jah Yeheha Khan Behauder, Huzzubber Jung)

L S

(The seal of Mr George Frederick Cherry, on the part of the English Company, as guarantee to the above Articles)

L S

(The seal of Nussur Ulla Khan)

L S

NO V.

ENGAGEMENT OF GUARANTEE by the HON'BLE the ENGLISH EAST INDIA COMPANY between the VIZIER-UL-MOMALIK HINDOOSTAN NABOB ASUF UL-DOWLA, AUSUF JAH YEHEHA KHAN BEHAUDER, HUZZUBBER JUNG, and the NABOB AHMED ALLY KHAN BEHAUDER,—*13th December 1794*

Whereas, by a preliminary Engagement, dated the 5th Jemmadie-ul-Awul, 1209 Hegira, corresponding with the 29th November 1794 of the Christian era, and bearing the seals of the Nabob Vizier-ul-Momalik Ausuf Jah Behauder, of Mr George Frederick Cherry, Resident at the Court of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, on the part of the Hon'ble the English East India Company, and of the Nabob Nussur Ulla Khan Behauder or
the said Company
the stipulations the
Behauder on one
the other, accordi
name of the Hon'ble Sir John Shore, Baronet, Governor-General of the affairs of the said Company in India, to the following Articles

ARTICLE I

Asuf Jah Behauder, Vizier-ul-Momalik, having declared by

faults which they have committed

Company engage, pursuant to the said Article of the said Engagement, that the Nabob Vizier-ul-Momalik Ausuf Jah Behauder shall not give any trouble to the said family and their adherents, on account of any act committed by them prior to the 5th of Jemmadie-ul-Awul, 1209 Hegira.

ARTICLE 2.

The Nabob Vizier-ul-Momalik Ausuf Jah Behauder, having by the fourth Article of the said Engagement, declared that he will grant a jaghire, in the name of Nabob Ahmed Ally Khan Behauder, the grandson to the Nabob Fyzoollah Khan, deceased, and having, pursuant thereto, delivered into the hands of the said Nabob Ahmed Ally Khan Behauder a Sunnud or Deed of Grant, bearing his seal, and containing on the back thereof the names of the mehals, with the jumma of each, comprising the jaghire, and dated the 7th Jemmadie-el-Saany, 1209 Hegira, the said Company engage to guarantee the possessions of the said mehals to the said Nabob Ahmed Ally Khan Behauder, according to the conditions expressed in the said Sunnud, and free from demands on account of jowfeer.

ARTICLE 3.

It having been agreed in the fourth Article of the said Engagement that the Nabob Nussur Ulla Khan Behauder, son of the Nabob Abdoola Khan, deceased, shall be the guardian of the said Nabob Ahmed Ally Khan Behauder and the manager of the Jaghire, until the said Nabob Ahmed Ally Khan Behauder shall arrive at the age of twenty-one years; the said Company hereby agree to acknowledge this nomination, and to consider the seal of the said Nabob Nussur Ulla Khan Behauder, so long as he remains the guardian of the said Nabob Ahmed Ally Khan Behauder and the manager of the jaghire, as the seal of the said Nabob Ahmed Ally Khan Behauder.

ARTICLE 4.

It having been agreed in the third Article of the said Engagement that the treasure or the family of the Nabob Fyzoollah Khan, deceased, shall be deposited with the said Company, and the said Company having accordingly received the sum of three lakhs and twenty-two thousand gold mohurs deposit, which sum of three lakhs and twenty-two thousand gold mohurs has been paid to the Nabob Vizier-ul-Momalik Ausuf Jah Behauder as a nuzzanah from the said Nabob Ahmed Ally Khan Behauder for the jaghire, in lieu of all right of zabtee or confiscation of the property of the late Nabob Fyzoollah Khan and Mahomed Ally Khan, deceased, the Company agree that there shall be no further pecuniary demands among the parties concerned in these Engagements, on any account whatever, arising from the

ARTICLE 5.

When the Nabob Ahmed Ally Khan Behauder shall arrive at the age of twenty-one years, the said Company agree that this Engagement

Guarantee shall remain in full force, and no new Engagement of Guarantee shall be necessary and if (which God forbid) the Nabob Nussur Ulla Khan Behauder shall die or, on any account, be removed from the office of guardian of the Nabob Ahmed Ally Khan Behauder and manager of his jaghire, the Nabob Vizier ul Momalik Ausuf Jah Behauder shall, with the advice of the said Company, select a person from among the tribe of Rohillas, and shall nominate such person to the said office

ARTICLE 6

The said Nabob Nussur Ulla Khan Behauder having entered into a kaboolat or engagement to the said Nabob Vizier ul Momalik Ausuf Jah Behauder, bearing date the 7th of Jemmadie ul Saany 1209 Hegira on the part of the said Nabob Ahmed Ally Khan Behauder, the said Company agree to guarantee to the said Nabob Vizier ul Momalik Ausuf Jah Behauder the performance of the said kaboolat by the Nabob Nussur Ulla Khan Behauder on the part of the said Nabob Ahmed Ally Khan Behauder and will consider any deviation therefrom a breach of the allegiance and fidelity due from the said Nabob Ahmed Ally Khan Behauder to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder

ARTICLE 7

This Engage
Cherry, on the p
the Honorable S
of the said Company, in two counterparts, one counterpart thereof has been delivered to the said Nabob Vizier ul Momalik Ausuf Jah Behauder, and the other to the said Nabob Nussur Ulla Khan Behauder In like manner, the kaboolat or engagement mentioned in the sixth Article hereof, bearing the seal of the said Nabob Nussur Ulla Khan Behauder, being
Frederick
gnature of
the seal
nd the other to
the seal of the
d in the second
Article hereof, has been delivered to the Nabob Ahmed Ally Khan Behauder, of which a copy has been delivered to the said George Frederick Cherry attested by the seal of the said Nabob Vizier ul-Momalik Ausuf Jah Behauder as a true copy

Done at Bareilly this 7th day of Jemmadie-ul-Saany, 1209 Hegira, corresponding with the 13th of December 1794

(Sd) G F CHERRY,
Resident

Ratified at Fort William, under the signature of the Hon'ble Sir John Shore, Baronet, Governor-General, and the seal of the Hon'ble the English East India Company, this 6th day of March 1795

(Sd) J SHORE.

TRANSLATION of the KABOOLEAT or ENGAGEMENT entered into by the NABOB AHMED ALLY KHAN BEHAUDER to the NABOB VIZIER-UL-MOMALIK AUSUF JAH BEHAUDER,—
30th December 1794.

Whereas by a preliminary Engagement, dated the 5th Jemmadie-ul-Awul, 1209 Hegira, corresponding with the 29th November 1794 of the Christian Era, and bearing the seals of the Nabob Vizier-ul-Momalik Ausuf Jah Behauder, of Mr. George Frederick Cherry. Resident at the Court of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, on the part of the English East India Company, and of the Nabob Nussur Ulla Khan Behauder, on the part of the Rohilla tribe, a copy of which is annexed, certain stipulations were agreed to by the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder on one part, and by the said Rohilla tribe on the other; accordingly I, the said Nussur Ulla Khan Behauder, being thereby nominated to be the guardian of the Nabob Ahmed Ally Khan Behauder and the manager of the jaghire therein mentioned, agree for myself as the guardian of the said Nabob Ahmed Ally Khan Behauder and as the manager of the jaghire, and for the said Nabob Ahmed Ally Khan Behauder as the jaghire-dar, to the following Articles :

ARTICLE 1.

The Nabob Vizier-ul-Momalik Ausuf Jah Behauder having declared, by the second Article of the said preliminary Engagement, that he has pardoned the family of the Nabob Fyzoollah Khan, deceased, and their adherents, the faults which they have committed, I engage, pursuant to the said Article of the said Engagement, that there shall not be any trouble given to anyone of the said family or their adherents, on account of any act committed by them prior to the 5th Jemmadie-ul-Awul, 1209 Hegira.

ARTICLE 2.

The Nabob Vizier-ul-Momalik Ausuf Jah Behauder, having, by the fourth Article of the said Engagement, declared that he will grant a jaghire in the name of the Nabob Ahmed Ally Khan Behauder, the grandson to the Nabob Fyzoollah Khan, deceased, and having, pursuant thereto, delivered into the hands of the said Nabob Ahmed Ally Khan Behauder a Sunnud or Deed of Grant, bearing his seal and containing on the back thereof the names of the mehals, with the jumma of each, composing the jaghire, and dated the 7th Jemmadie-ul-Saany, 1209 Hegira, I agree to educate the said Nabob Ahmed Ally Khan Behauder in the principles of true obedience and fidelity to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and in conformity to the conditions expressed in the said Sunnud, that I will manage the jaghire according to those conditions, and that I will, to the best of my abilities, impress on the minds of all the Rohillas, and others subsisting on the produce of the said jaghire, gratitude to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder for his benevolence to them, and fidelity and allegiance to him, through their jaghiredar, the said Nabob Ahmed Ally Khan Behauder.

ARTICLE 3.

It having been agreed in the fourth Article of the said Engagement, that I, Nusser Ulla Khan, son of the Nabob Abdoola Khan, deceased, shall be the guardian of the said Nabob Ahmed Ally Khan Behauder, and the manager of the jaghire, until the said Nabob Ahmed Ally Khan Behauder shall arrive at the age of twenty one years, I promise that, having in view the benefit of the Nabob Ahmed Ally Khan Behauder, I will execute this duty to the best of my abilities

ARTICLE 4

It having been agreed in the third Article of the said Engagement, that the treasure of the family of the Nabob Fyzoollah Khan, deceased, shall be deposited with the English East India Company, and the said Company having accordingly received the sum of three lakhs and twenty-two thousand gold mohurs in deposit, which sum has been paid to the Nabob Vizier-ul-Momalik Ausuf Jah Behauder, as a nuzzeranah from the Nabob Ahmed Ally Khan Behauder for the jaghire and in lieu of all the rights of zabtee or confiscation of the property of the late Nabob Fyzoollah Khan and Mahomed Ally Khan deceased, I agree that there shall be no further pecuniary demands among the parties concerned in these Engagements, on any account whatever, arising from them

ARTICLE 5

I promise that Golam Mahomed Khan shall not, at any time, reside in any place within the jaghire nor exercise any influence or authority in the management thereof, nor in the affairs of the said Nabob Ahmed Ally Khan Behauder

ARTICLE 6

I promise that the sum of one thousand five hundred Lucknow Sicca Rupees per month shall be paid to the said Company at Lucknow, beginning with the 1st of December 1794 Christian Era, or 6th of Jemadie-ul-Awul, 1209 Hegira, from the produce of the Jaghire, for the support of the said Golam Mahomed Khan

ARTICLE 7

I promise that the sums undermentioned shall be paid monthly, at Rampore, to the sons of the Nabob Fyzoollah Khan, deceased, as specified herein, for their support, from the beginning of the Fussellee year 1202—

Hossin Ally Khan	. . .	Sicca Rupees 2,000 0
Futteh Ally Khan	. . .	„ 2,000 0
Nazim Ally Khan	. . .	„ 2,000 0
Yacoob Ally Khan	. . . . .	„ 1 666 10½
Cosim Ally Khan	. . . . .	„ 1,666 10½
Curreem Ullah Khan	. . . . .	„ 1,666 10½

ARTICLE 8.

When the Nabob Ahmed Ally Khan Behauder shall arrive at the age of twenty-one years, I agree that this kabooleat shall remain in full force, and no new kabooleat shall be necessary. And if (which God forbid) I shall die or on any account be removed from the office of guardian of the Nabob Ahmed Ally Khan Behauder, and manager of his jaghire, the Nabob Vizier-ul-Momalik Ausuf Jah Behauder shall, with the advice of the said Company, select a person from among the tribe of Rohillas, and shall nominate such person to the said office.

ARTICLE 9.

I agree that by virtue of an Engagement, dated the 7th Jemmadie-ul-Saany, 1209 Hegira, and bearing the seal and signature of the said George Frederick Cherry, on the part of the said Company, and ratified by the Honourable Sir John Shore, Baronet, Governor-General, in two counterparts, one counterpart whereof has been delivered to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and the other I have received, the said Company are guarantee to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder for the performance of this Engagement or Kabooleat on the part of the Nabob Ahmed Ally Khan Behauder, of which I have affixed my seal to two counterparts, whereof one has been delivered to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and the other to the said George Frederick Cherry, and to the said Nabob Ahmed Ally Khan Behauder, for the possession of the jaghire granted to him by the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, by virtue of the Sunnud mentioned in the second Article hereof, a copy of which the said George Frederick Cherry has received attested by the seal of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder as a true copy.

Done at Bareilly, this 7th day of Jemmadie-ul-Saany, 1209 Hegira, corresponding with the 30th December 1794.

(A true translation.)

(Sd.) G. F. CHERRY,

Resident.

TRANSLATION of the DEED of ACKNOWLEDGMENT entered into by the NABOB VIZIER-UL-MOMALIK AUSUF JAH BEHAUDER, to the HONOURABLE the ENGLISH EAST INDIA COMPANY,—
30th December 1794.

Whereas the Honourable the English East India Company have by an Engagement of Guarantee, dated the 7th Jemmadie-ul-Saany, 1209 Hegira,

bearing the seal and signature of Mr George Frederick Cherry, Resident at my Court, on the part of the said Company, and the signature of the Hon-ourable Sir John Shore, Baronet, Governor General of the affairs of the said Company in India, and the seal of the said Company, in two counterparts, of which I have received one and the other has been delivered to Nussur Ulla Khan, D. L. O. He has also given me for the full performance of dated the 7th under the seal of counterpart and the other has been delivered to the said George Frederick Cherry, and by the said Engagement of Guarantee the said Company have also become the guarantee to the Nabob Ahmed Ally Khan Behauder for the possession of the Mehals bestowed in jaghire by me to the said Nabob Ahmed Ally Khan Behauder, according to a Sunnud bearing my seal, and dated the 17th Jemmadie ul-Saany, 1209 Hegira, containing on the back thereof the names of the mehals, with the jumma of each, comprising the jaghire free from demands on account of jowfeer, which Sunnud has been delivered into the hands of the said Nabob Ahmed Ally Khan Behauder, and a copy thereof, attested with my seal as a true copy, has been given to the said George Frederick Cherry, I accordingly hereby acknowledge, that I consent to the conditions contained in the said Engagement of Guarantee

Done at Bareilly, the 7th Jemmadie-ul Saany, 1209 Hegira

(A true translation)

(Sd) G F CHERRY,

Resident

TRANSLATION of the WAJIB-UL ARZ delivered by NUSSUR ULLA KHAN, with the answers written to each question.

Received 30th December 1794.

Question 1

Answer 1

The family of Golam Mahomed Khan will reside, for the present, in the house at Rampur, and when he shall send for them, let their departure, or stay, depend on the pleasure of the Begam

Golam Mahomed Khan will act as he pleases, with respect to the residence of his family

Question 2.

Let no impediment be thrown in the way of the payments of the arrears to the Circar, debts, and tekarry, &c., which may be due from any one ryots, and those in the mehals, which are separated from the jaghire of the late Nabob; let a perwannah be given by the Presence to the Nazim of Bareilly, to cause these dues to be paid according to accounts.

Answer 2.

The jaghiredar has nothing to do with the arrears, debts, and tekarry of the Circar of Fyzoollah Khan, deceased, in those mehals which have been resumed.

Question 3.

Let those portions of land, the property of the Afghans, officers, &c., in the old jaghire, which were bestowed on them by Fyzoollah Khan, be confirmed and continued to them.

Answer 3.

This rests with the jaghiredar in the mehals of his jaghire.

Question 4.

Toolseram Khajanchee, who in consequence of the events of the times, went away and retired to Delhi, where the people belonging to Shaw Nizam-ud-Din and the Mahrattas molest him, and do not permit him to return; as the accounts of the Circar, those of the troops, and of the jaghire depend upon him, I hope that His Excellency will write to the Nazims of Delhi to prevent them from giving Toolseram molestation, that he may come here, and be replaced in his charge.

Answer 4.

The letter has been written by His Excellency.

Question 5.

Whatsoever property may have been forcibly seized by any one, at the time of the flight from Rampore, I hope an order may be issued by the Presence to the Nazim of Bareilly, to restore it to the proprietor on investigation.

Answer 5.

An answer, founded on justice, will be given by the Presence to whoever shall apply for his property and effects.

Question 6.

The Circar chucks, which were purchased by Fyzoollah Khan from Rajah

Answer 6.

Whatever are situated in and belong to the mehals of the jaghire,

Khanmul, deceased, and have to this time been possessed by him, I now hope that an order may be issued to the Nazim of Bareilly to release them

are released by His Excellency's Sunnud

Question 7

Answer 7.

There are several places, lands and chucks of villages, purchased by Sunnoo Khan, Golam Ally ud Deen Khan, &c, and other Afghans, which are exempt from the revenue of the Circar lands, and have been possessed by those persons, until they went to the foot of the hills, I hope that a perwannah of exemption will now be issued to the Nazim of Bareilly.

The jaghiredar possesses the power of this Article in the mehals belonging to his jaghire

Question 8

Answer 8.

I hope an order may be issued to

In this respect, whatever as the custom during the time of Fyzoollah Khan will now be adhered to.

robberies in the jaghire of Ahmed Ally Khan, and that the perwannah may be to this effect "On investigation to punish the thieves, and to return the stolen property to the inhabitants of the jaghire"

Question 9

Answer 9

Let the duties receivable on the mer-
demand more

The rule observed during the time of Fyzoollah Khan, in this respect, will now be adhered to

Question 10

Answer 10

During the time of Fyzoollah Khan, the concerns Dad-o-situd of the time of Haffiz Ramut, be they with whom they will, were stopped by the Vizier, so that no one could be molested on account of old concerns, now also, should any one apply to the Presence in this respect, let them not be listened to

The former custom in this respect is continued

*Question 11.**Answer 11.*

The village Sahebgunge, in pergunnah Huzrutnagon, exempt from revenue, was bestowed in jaghire by Fyzoollah Khan on Sahet Roy, deceased: I hope that a perwannah may now be granted, continuing this village free.

If this village comes within the mehals of the jaghire, it rests with the jaghiredar.

Dated the 30th December 1794, or 7th Femmadie-ul-Saany, 1209 Hegira.

(A true copy and translation.)

(Sd.) G. F. CHERRY,

Resident.

No. VI.

TRANSLATION of the AGREEMENT entered into by NAWAB MOHUMUD SYEED KHAN,—*21st August 1840.*

Agreeably to the order of the Governor-General, the Government of Rampore having devolved upon me, I therefore declare that all matters connected with my rule shall be conducted with a view to maintain justice: that all the Puthans and dependants shall live and be supported in the same way as hitherto, and by my conduct towards them I will enable them to live in peace and happiness; and with respect to the allowances of the family and the rest of my relatives, the same line of conduct shall be followed as has always been the case, and nothing shall be altered from my friendly and affectionate feelings towards the daughter and widow of the late Nawab Ahmed Ally Khan, on whom I settle the following allowances separately:—

On the daughter of the late Nawab . . .	Co's Rs. 1,000 per mensem.
On Sahib Mihil	400 "
On Momtaj Mihil	400 "
On Chumdrani	300 "
On Dhenree Bala Khaneh	300 "
On the Dharees Khand	300 "
On the mother of Saeed Ally Khan, a deceased son of the late Nawab	200 "
On the mother of the daughter of the late Nawab , ,	300 "
On Kulloo Khanum	60 "
On Methoo Khanum	50 "

On Mud Muttee . . . Co's Rs 50 per mensem.

On four women singers . . . „ 50 „

(Sd) BY THE NAWAB SYEED MOHUMUD KHAN.

(A true translation)

COMMISSIONER'S OFFICE;
ROHILCUND DIVISION,
RAMPORE,
21st August 1840.

(Sd) FRANCIS ROBINSON,
Officiating Agent.

No. VII.

TRANSLATION of AGREEMENT entered into by NAWAB MAHOMED YOOSUF ALEE KHAN,—10th April 1855.

I, the Lieutenant-Mohumud, est by my and equity; that I will govern the Puthans with consideration; that I will continue all the stipends sanctioned from the time of the Nawab Ahmed Ali Khan, and entered in previous Agreements, and that I will provide for the proper maintenance of all the family and dependants of my deceased father, Nawab Mohumud Syeed Khan

AGENCY DEPARTMENT,
COMMISSIONER'S OFFICE,
ROHILCUND DIVISION,
BAREILLY,
The 10th April 1855.

(Sd.) R. ALEXANDER,
Agent, Lieutenant-Governor.

No. VIII.

TRANSLATION of a SUNNUD for certain villages granted by the VICEROY and GOVERNOR-GENERAL to the NAWAB of RAMPORE—dated 23rd June 1860.

Whereas Furzund Dil Pizeer* Nawab Mohumud Yoosuf Ali Khan Bahadoor, Nawab of Rampore, exhibited, from the commencement of the

* This title was altered in 1873 to Furzud-i-dil-puzter-i-Dowlat Inglishia.

rebellion to the end, his unswerving loyalty to the British Government by affording personal and pecuniary aid, protecting the lives of Christians and rendering other good services, to the satisfaction of Government, the Nawab has already been thanked, a khillut of distinction has been conferred upon him, the number of his salute guns has been increased, and an addition has been made to his title. In further recognition of his services, the Government hereby bestows upon him the villages in Bareilly and Moradabad, as per separate schedules, assessed at Rs. 1,28,527-4-0, in perpetuity from generation to generation. The above villages are now annexed to the old territory of the Nawab on the same conditions as those on which he holds that territory.

List of Villages situated in Bareilly

No	Pergunnah	Names of Mouzahs	Names of Lumberdars	Jumma		
				Rs	a	p
1	Chowmehla	Pipurea 2 puttees	Moonhee Madho Singh and Doree Loll	286	0	0
2		Bheekumpoor	Ho ee Loll	225	0	0
				511	0	0
3	Sirsanwan	Rusoolpoor	Myzoolla Khan	791	0	0
4		Aourang Nagur	Noormahomed &c	769	0	0
5		Nursosa	Khoob Chund &c	471	0	0
6		Kursoula	Sullo Khan &c	959	0	0
7		Kursulee	Mustuff Khan	559	0	0
8		Oodunpoor	Neaz Ulee Khan	1 106	0	0
9		Pipurea	Madar Bux &c	815	0	0
10		Kunukpoor	Khoob Chund &c	2 243	0	0
11		Eshurpoor Gopalpoor	Gunga am	466	0	0
12		Uh ow	Chet am	2 057	0	0
13		Ssonena	M homed Ahmed Khan	690	0	0
14		Bholapoor	Mustuffa Khan	318	0	0
15		Munsoorpoor	Ghool Khan	517	0	0
16		Dh mree	Mahomed Shuaft Alee Khan	799	0	0
17		Chundpoorah	U tto ditto	1 145	0	0
18		Rustumpoor	Government	775	0	0
19		colamunge	Ramdyal &c	677	0	0
20		Cudeea	Tajmul Hosse n Khan	1 372	0	0
21		Bu ehpourah	Dhu needhur &c	472	0	0
22		Kusteepoor	Zoukeeram	813	0	0
23		Harsoo Nuglah	Totaram	823	0	0
				18 616	0	0
24	Ajaon	Keerulpoor	Nethram &c	405	0	0
25		Channpoor oori Checha	Khoob Chund &c	1 208	0	0
26		Modowna	Tootsbeeram	1 250	0	0
27		Hoormutpoor 3 puttees	Kulloo &c	1 196	0	0
28		Puttee Busuntpoor	Dalchund &c	523	0	0
29		Hunoo Nagur	Bucktour Singh	850	0	0
30		Tomureea	Dereedogs	300	0	0
31		Pajawa	Kewulram &c	531	0	0
32		H nga Nugla	Ahmed Yar Khan	900	0	0
33		Woodypoor	Wazeer Alee	650	0	0
34		Meedee Khoord	Bhaes ng &c	720	0	0
35		Joar	D tto	1 040	0	0
36		Nuga Nugla	Mohon Loll	670	0	0
37		Junoo Nagur	Choonee Loll &c	950	0	0
38		Sobhag Nugla	Rutehram	678	0	0
39		Guj oura	Dhutneedhur	600	0	0
40		Mobarukpur	Zoukeeram	2 350	0	0
41		Khanpoor	Pateeram	1 000	0	0
42		Nepurea	Bood hose n &c	1 900	0	0
43		Nu kherah	Zoukeeram &c	1 800	0	0
44		Lukmeepoor Bheeka	Pateeram &c	650	0	0
45		Pipurea Rairada	Mahomed Iliaf Alee	900	0	0
46		Mudhu Nugla	Zoukeeram	1 000	0	0
47		Cudeya	Khosai Rai	567	0	0
48		Sonar khara	Ahmed Yar Khan	434	0	0

List of Villages situated in Bareilly—continued.

No.	Pergunnah.	Names of Mouzahs.	Names of Lumberdars.	Jumma.
				Rs. a. p.
49	Ajaon . . .	Rasdundia	Thacoordoss, &c.	1,400 0 0
50	" . . .	Semra	Hurreeram, &c.	821 0 0
51	" . . .	Dhulia	Govindram, &c.	1,000 0 0
52	" . . .	Megha Ungla, 4 puttees	Thacoordoss	700 0 0
53	" . . .	Lodheepoor	Ahmed Yar Khan	550 0 0
54	" . . .	Jugdeespoor	Govindram, &c.	330 0 0
55	" . . .	Seharee	Sobharam	2,800 0 0
56	" . . .	Hurdua	Ootum Chand, &c.	1,300 0 0
57	" . . .	Bhourkha	Golam Hossein	1,501 0 0
58	" . . .	Bhourkhee	Mahomed Illtaf Alee	840 0 0
59	" . . .	Mujheanah	Golam Nasir Khan	1,323 0 0
60	" . . .	Selebee oorf Buragaon	Mahomed Illtaf Alee Khan	2,685 0 0
61	" . . .	Deoree Khoord	Choonee Loll, &c.	400 0 0
62	" . . .	Kupnehree	Muhsun Alee Khan	1,166 0 0
63	" . . .	Hurdoopoor	Govindram, &c.	800 0 0
64	" . . .	Rajpaoruh	Rajaram	850 0 0
65	" . . .	Goolureea Bhat	Motee Loll, &c.	475 0 0
66	" . . .	Akonn'da	Fuzul Imam	845 0 0
67	" . . .	Johra	Khem Sing	1,400 0 0
68	" . . .	Buboora	Deheedoss, &c.	865 0 0
69	" . . .	Rithora	Choonee Loll, &c.	1,400 0 0
70	" . . .	Ehmee	Buldeo Sing	1,420 0 0
71	" . . .	Guhlooeah	Fukeer Mahomed Khan	750 0 0
72	" . . .	Jugutpoor	Dhurneedhur, &c.	672 0 0
73	" . . .	Himutgunj	Kullun Chund	400 0 0
74	" . . .	Inaetpoor	Kullean Sing	600 0 0
75	" . . .	Bhojooooruh	Dwardkados	1,455 0 0
76	" . . .	Deohuree Boozoarg	Dhurneedhur	610 0 0
77	" . . .	Kulleanpur	Ditto	1,050 0 0
78	" . . .	Bulbhudurpoor	Nundram	500 0 0
79	" . . .	Sirsa	Shewdya, &c.	625 0 0
80	" . . .	Chechoule	Mussammatt Saleb Begum	452 0 0
81	" . . .	Soorenia	Shaik Golam Hossein	1,185 0 0
82	" . . .	Bukenia Bhat	Chutoor Bhooj, &c.	835 0 0
83	" . . .	Shampoer	Hera Loll	701 0 0
84	" . . .	Gungapoor	Pearah Loll	611 0 0
85	" . . .	Singra	Heirs of Golam Moheecood-deen	1,336 0 0
86	" . . .	Khata	Chetram	1,181 0 0
87	" . . .	Lukmeepoor Bishna	Chote Loll, &c.	929 0 0
88	" . . .	Pusoopooruh	Chutoor Bhooj, &c.	522 0 0
89	" . . .	Aujunkhera	Dhurneedhur	713 0 0
90	" . . .	Bukenia Jugurnathpoor	Mussammatt Roop Koor Bishoon Koor	1,160 0 0
91	" . . .	Mainee	Dhurneedhur	845 0 0
92	" . . .	Zumapoor	Mahomed Hossein Khan	275 0 0
93	" . . .	Dhunelee	Joahir Sing, &c.	1,600 0 0
94	" . . .	Adpoor	Jai Sing	321 0 0
95	" . . .	Beta	Ahmed Bux, &c.	725 0 0
96	" . . .	Surra	Joymul Futteh	1,224 0 0
97	" . . .	Newadea	Khoob Chund, &c.	850 0 0
98	" . . .	Dhurmoopooruh	Oodeyram, &c.	1,246 0 0
99	" . . .	Bhysoree	Illtaf Alee Khan	2,410 0 0
100	" . . .	Nisoe	Oogersen	875 0 0
101	" . . .	Tirha	Khoorshed Begum	1,708 0 0
				76,209 0 0

List of Villages situated in Bareilly—concluded.

No.	Pergunnah	Names of Mouzahs	Names of Lumberdars.	Jumma.
				Rs a. p.
102	Siroulee, North	Jalib Nagla	Doree Loll	628 0 0
103		Mahomedpoor	Rai Sing, &c. . . .	620 0 0
104		Dhunelee	Sultan Hossein	1,100 0 0
105		Jutpooruh	Sadhoram	400 0 0
106		Oobaut	Rai Sing &c. . . .	476 0 0
107		Kirpeea hupāh	Illaf Alee Khan	518 0 0
108		Kirpea Pandey	Chotee Loll	783 0 0
109		Bhoputpoor	Musst. Jhona	825 0 0
110		Gungapoor	Buns-edhur	1,125 0 0
111		Keoraz, 4 puttees	Shibdat, &c. . . .	650 0 0
112	Siroulee, South	Nubeegunj	Hazree Mull, &c. . . .	805 0 0
113		Sobawa	Roop Sing	565 0 0
114		Sewchait	Doorgapershad	474 0 0
115		Ta, poor	Deo Sing	80 0 0
116		Zanda	Hakim Saadat Ali Khan	763 0 0
117		Chukurpoor, 4 puttees	Dhun Sing &c. . . .	1,019 0 0
118		Nundgaoo	Doorgapershad	199 0 0
119		Oouhegaon	Ditto	955 0 0
120		Bhoputraipoor	Nowhat Sing	933 0 0
121		Lodheepoor	Ditto	513 0 0
122		Mudkur	Ditto	1,119 0 0
123		Kundeleer Asudpoor	Joykumendow	1,091 0 0
124		Pipareea Beerpoor	Balkisseo	662 0 0
125		Ta, nee	Shibdat	923 0 0
126		Purata Bhuggee	Nowbat Sing	728 0 0
127		Gaiboolapoor	Doorgapershad	292 0 0
128		Unweh Meerpoor Mirzapoor	Lutchman Sing	1,082 0 0
129		Bhoarkha Bhourkee	Pertab Sing	741 0 0
130		Osee Berahimpoor	Foonda, &c. . . .	1,073 0 0
131		Mamjorpoor	Moona Sing	580 0 0
132		Gharmupoor	Nuthoo	400 0 0
133	Nivandpoor	Alee Buz Khan	7,109 0 0	
				16,127 0 0
		Total		1,175 0 0

United Provinces of Agra and Oudh—Rampur—No. VIII.

List of Villages situated in the District of Moradabad.

	Pergunnah.	Names of Mouzahs.	Names of Lumberdars.	Jumma.		
				Rs.	a.	p.
1	Moradabad	Badlee dan, oorf Badlee Tandah.	Nawab Kulbulee Khan	3,929	0	0
2	"	Kesho Nuglee	Ditto	570	0	0
3	"	Bhaoopoorah	Musst. Koodrutoonissah	780	0	0
4	"	Chuk Koonderee	Ruttun Singh	145	0	0
5	"	Chuk Koondesrah	Cazee Abbas	97	0	0
6	"	Chuk Girdha	Zubburbeg and others	401	0	0
7	"	Khanpoor Milluk	Koolbooddeen	374	0	0
8	"	Pursoopoorah Naik	Teenna Singh	938	0	0
9	"	Chuk Ladpoor	Hursahai	319	0	0
10	"	Chuk Surukthul	Jwaladut	374	0	0
11	"	Surukthul	Ditto	540	0	0
12	"	Mhowa Kherah	Furzund Alea	614	0	0
13	"	Dhukpoorah	Musst. Izzutoonissah	288	4	
Total				9,369	4	

TRANSLATION of a KHUREETA addressed by HIS HIGHNESS
 NAWAB MAHOMED YOOSUF ALI KHAN of RAMPURE to
 HONOURABLE the LIEUTENANT-GOVERNOR of the N-
 PROVINCES.

After paying the usual compliments, acknowledges receipt of Honourable the Lieutenant-Governor's letter regarding a petition presented to the Government of India by Chowbey Girdharee Lall and other zemindars of the villages conferred in reward on His Highness in the district of Moradabad and Bareilly, in which they pray that on the expiration of the present settlement, their proprietary rights may be maintained; and reference to the confident hope expressed by the Lieutenant-Governor he (the Nawab) will not fail to consider the rightful claims of the petitioners. He begs to assure His Honour that if it please the Almighty the rights of zemindars as well as those of others in the same situation, will

respected and regarded as such as he has made it a point of his administration to follow the recognized principles of equity and British rule

(True abstract translation)

(Sd) DEOKURN SHOOKLE,
Translator.

No IX.

ABSTRACT TRANSLATION of a KHUT from HIS HIGHNESS
NAWAB YOOSUF ALI KHAN, K S.I.,—dated the 22nd
March 1864.

I understand that you have expressed a desire to rectify the mistakes that have occurred in the assignment to me by Government of certain villages in reward. I have much pleasure in intimating my willingness to comply with your wishes in the matter of the transfer of the villages of Pipurea and Chuckerpore assessed respectively at Rupees 662 and 1,019, situated within British territory, as desired by Government, on the following conditions —

1st —That I continue in possession of them as Maafedar

and —That they be subject to the Civil, Criminal, and Revenue Regulations in force in British territory

As regards your proposal to the exchange of Mouzahs Pipurea and Chuckerpore (in Serowlee), assessed at Rupees 140 and 232, in lieu of Pipurea, assessed at Rupees 286 and Bhikunpore at Rupees 225, in Pergunnah Chowmehla, I beg to inform you that I accept the exchange, confident that you have well considered the necessity for this arrangement

No X.

TRANSLATION of a KHUT from HIS HIGHNESS NAWAB
YOOSUF ALI KHAN BAHADOOR of RAMPUR, K S.I.,—
dated the 7th June 1864

Your kind letter, with enclosures, dated 5th instant, relative to land required free of cost for the railway line that may pass through my territory has been duly received by me, and I beg to acquaint you in reply, that as I consider myself bound in appreciation of the favors conferred on me by Her Majesty's Government to comply with the wishes of His Excellency the Viceroy and Governor-General of India, I have no objection to make over the land for the purpose required

No. XI.

TRANSLATION of a KHUT from HIS HIGHNESS the NAWAB
YOOSUF ALI KHAN BAHADOOR, K.S.I.,—*dated the 23rd
December 1864.*

I have much pleasure in acknowledging receipt of your communication dated 16th December 1864, with its enclosures, from the Government, North-Western Provinces, No. 222A., dated 1st October 1864, enquiring whether the land required for railway purposes from this State is to be given up to Government in full sovereignty, and whether, after the completion of the line, the goods in transit through my territory will be subject to any duty.

In reply, I beg to inform you that I have no hesitation in giving up the land in full sovereignty to the British Government. As regards the levy of duty on goods passing through my territory, I beg to state that Government in orders, No. , dated 15th April 1845, to the address of the Board, and to the Agent, Lieutenant-Governor, Rohilcund, No. 9, dated 8th May 1845, ruled that the 5,000 maunds of salt and 20 maunds of opium annually obtained by me from Oudh and elsewhere for consumption, should be exempted from duty on its transit to Rampore. Under these circumstances, all traffic that passes through my territory will be similarly exempted from duty; but if goods are exposed for sale in the market, they will be subject to the usual duty.

No. XII,

ADOPTION SUNNUD granted to NAWAB MOHAMED YOOSUF
ALI KHAN, of RAMPORE,—*11th March 1862.*

Her Majesty being desirous that the governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, any succession to the Government of your State which may be legitimate according to Mahomedan law will be upheld.

Be assured that nothing shall disturb the Engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

(Sd.) CANNING.

11th March 1862.

No XIII

TRANSLATION of the AGREEMENT entered into by NAWAB MAHOMED KULB ALI KHAN BAHADOOR, of RAMPUR, dated the 15th Ramzan 1828, Higree, corresponding with *10th June 1865 A D.*

Since I have been appointed, by sanction of the Hon ble the Lieutenant Governor, North Western Provinces, as the representative of Her Most Gracious Majesty Queen Victoria successor to Nawab Mohamed Yoosuf Ali Khan KSI in the jaghire of Rampore, I hereby agree and attest by my seal that I will administer the affairs of the jaghire with justice and equity that I will govern the Afghans with consideration that I will continue all the stipends sanctioned from the time of the Nawab Ahmed Ali Khan, and entered in previous agreements and that I will provide for the maintenance of all the family and dependants of my deceased father, Nawab Mahomed Yoosuf Ali Khan Bahadoor

No XIV.

TRANSLATION of the AGREEMENT entered into BY NAWAB MAHOMED MUSHTAK ALI KHAN BAHADUR, of RAMPUR, dated the 29th Jamadi ul Sant 1304 Hijri corresponding with *25th March 1887 A D*

Whereas at the suggestion of His Honour the Lieutenant Governor, North-Western Provinces and by the sanction of His Excellency the Viceroy and Governor General of India on behalf of the Government of Her Majesty the Empress of India I have been after the death of Mahomed Kalab Ali Khan Bahadur, made the ruler of the whole State of Rampur, I do hereby agree and put on record, that I will conduct the affairs of the old jagir and the new elaka (forming part of the State) with justice and equity that I will treat with consideration the Afghans and other dependants of the State that I will continue the stipends of the members of the family which have been granted from the time of Nawab Ahmad Ali Khan to that of Nawab Mahomed Kalab Ali Khan, and are entered in the former agreements and that I will watch over the honour of the family dependants of Mahomed Said Khan, Yusuff Ali Khan, and Nawab Mahomed Kalab Ali Khan Bahadur

(Sd) MAHOMED MUSHTAK ALI KHAN BAHADUR.

No XV.

AGREEMENT entered into by NAWAB HAMID ALI KHAN BAHADUR of Rampur dated the 1st June 1896

Since I have been appointed by the sanction of His Excellency the Viceroy and Governor General of India in Council as the representative of Her Most Gracious Majesty Queen Victoria Empress of India, to succeed my father, Nawab Mushtak Ali Khan, as ruler of the jagir of Rampur, I

No. XI.

TRANSLATION of a KHUT from HIS HIGHNESS the NAWAB
YOOSUF ALI KHAN BAHADOOR, K.S.I.,—dated the 23rd
December 1864.

I have much pleasure in acknowledging receipt of your communication dated 16th December 1864, with its enclosures, from the Government, North-Western Provinces, No. 222A., dated 1st October 1864, enquiring whether the land required for railway purposes from this State is to be given up to Government in full sovereignty, and whether, after the completion of the line, the goods in transit through my territory will be subject to any duty.

In reply, I beg to inform you that I have no hesitation in giving up the land in full sovereignty to the British Government. As regards the levy of duty on goods passing through my territory, I beg to state that Government in orders, No. , dated 15th April 1845, to the address of the Board, and to the Agent, Lieutenant-Governor, Rohilcund, No. 9, dated 8th May 1845, ruled that the 5,000 maunds of salt and 20 maunds of opium annually obtained by me from Oudh and elsewhere for consumption, should be exempted from duty on its transit to Rampore. Under these circumstances, all traffic that passes through my territory will be similarly exempted from duty; but if goods are exposed for sale in the market, they will be subject to the usual duty.

No. XII.

ADOPTION SUNNUD granted to NAWAB MOHAMED YOOSUF
ALI KHAN, of RAMPORE,—11th March 1862.

Her Majesty being desirous that the governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, any succession to the Government of your State which may be legitimate according to Mahomedan law shall be upheld.

Be assured that nothing shall disturb the Engagement thus made so long as your house is loyal to the Crown and faithful to the terms of the Treaties, Grants, or Engagements which record its obligations to the British Government.

(Sd.) CA

11th March 1862.

NO XIII

TRANSLATION of the AGREEMENT entered into by NAWAB MAHOMED KULB ALI KHAN BAHADOOR, of RAMPUR, dated the 15th Ramzan 1828, Higree, corresponding with *10th June 1865 A D.*

Since I have been appointed, by sanction of the Hon'ble the Lieutenant Governor, North Western Provinces, as the representative of Her Most Gracious Majesty Queen Victoria, successor to Nawab Mohamed Yoosuf Ali Khan KSI, in the jaghire of Ram
my seal that I will administer the affairs
equity that I will govern the Afghans
tinue all the stipends sanctioned from the time of the Nawab Ahmed Ali Khan, and entered in previous agreements and that I will provide for the maintenance of all the family and dependants of my deceased father, Nawab Mahomed Yoosuf Ali Khan Bahadoor

NO XIV.

TRANSLATION of the AGREEMENT entered into BY NAWAB MAHOMED MUSHTAK ALI KHAN BAHADUR, of RAMPUR, dated the 29th Jamadi ul Sani 1304 Hijri, corresponding with *25th March 1887 A D*

Whereas at the suggestion of His Honour the Lieutenant Governor, North Western Provinces and by the sanction of His Excellency the Viceroy and Governor General of India on behalf of the Government of Her Majesty the Empress of India I have been after the death of Mahomed Kalab Ali Khan Bahadur, made the ruler of the whole State of Rampur, I do hereby agree and put on record, that I will conduct the affairs of the old jagir and the new elaka (forming part of the State) with justice and equity that I will treat with consideration the Afghans and other dependants of the State, that I will continue the stipends of the members of the family which have been granted from the time of Nawab Ahmad Ali Khan to that of Nawab Mahomed Kalab Ali Khan, and are entered in the former agreements and that I will watch over the honour of the family dependants of Mahomed Said Khan, Yusuff Ali Khan, and Nawab Mahomed Kalab Ali Khan Bahadur.

(Sd) MAHOMED MUSHTAK ALI KHAN BAHADUR.

NO XV.

AGREEMENT entered into by NAWAB HAMID ALI KHAN BAHADUR of Rampur, dated the 1st June 1896

Since I have been appointed by the sanction of His Excellency the Viceroy and Governor General of India in Council as the representative of Her Most Gracious Majesty Queen Victoria, Empress of India, to succeed my father, Nawab Mushtak Ali Khan, as ruler of the jagir of Rampur. I

hereby agree and attest by my seal that I will administer the affairs of the jagir with justice and equity; that I will govern the Afghans with consideration; that I will continue all the stipends and pensions sanctioned by my predecessors or by the Lieutenant Governor of the North-Western Provinces at the instance of the Council of Regency which was appointed during my minority; and that I will provide for the maintenance of all the family and dependants of my deceased father and grandfather.

RAMPUR;
June 1st, 1896.

}

(Sd.) HAMID ALI KHAN,
Nawab of Rampur.

NO. XVI.

AGREEMENT entered into between HIS EXCELLENCY the GOVERNOR-GENERAL of INDIA and HIS HIGHNESS the NAWAB of RAMPUR. 1899.

Whereas His Highness Nawab Muhammad Hamid Ali Khan Bahadur, Farzand Dilpizir Daulat Englishia, Nawab of Rampur, maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

Whereas it is necessary that the Imperial Service Troops of the Rampur State, when associated with troops of the British Army, should be under the orders of the Officer Commanding the combined forces, and subject to the like discipline and control as the officers and soldiers of Her Majesty's Indian Army, and

Whereas it is not the wish or intention of the Government of India that a British officer should be appointed to command any corps of Imperial Service Troops, though British officers are employed in order to instruct and inspect the said troops,

It is hereby agreed between the Governor-General of India of the one part and His Highness Nawab Muhammad Hamid Ali Khan Bahadur, Farzand Dilpizir Daulat Englishia, Nawab of Rampur, of the other, as follows, namely—

1. Whenever the said troops or any portion thereof are moved beyond the frontier of the said State, they shall be attached to the command and under the orders of the Officer Commanding the District, Contingent or Force in which they are employed, and such officer shall, by virtue of this agreement, be authorised to administer in respect to the said troops, so serving, the military laws and regulations to which they are subject under the laws of the said State, and for that purpose and for the due preservation of discipline among the same, to convene all such courts, and to issue all such orders, and to pass all such judgments and sentences, and generally to exercise all such authority as may be fully convened, issued, passed and exercised by the authorities of the said State, when the said troops are serving within the territorial limits of the said State: Provided always that the execution of every sentence so passed in British territory shall be carried out under the orders of His Highness Nawab Muhammad Hamid Ali Khan Bahadur, Farzand Dilpizir Daulat Englishia, Nawab of Rampur, or of some persons to whom the requisite authority has been delegated by him.

2. In order further to ensure efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with Her Majesty's forces, the said His Highness Nawab Muhammad Hamid Ali Khan Bahadur Farzand Dulpizar Daulat Englishia, Nawab of Rampur, has embodied in the disciplinary law of his State, applicable to the said Imperial Service Troops when employed on active service either within or without British India, the provisions, *mutatis mutandis*, of the Indian Articles of War for the time being in force. The due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the authority of the Officer Commanding the District, Contingent or Force aforesaid.

RAMPUR,

Dated the 16th March 1899 }

S^r HAMID ALI KHAN,

Nawab of Rampur.

S^r A. T. CRICKSHANK,
Commissioner, British India Division,
and Agent, Government-Governor,
North-West Frontier for Rampur.

Approved and confirmed by the Government of India.

SIMLA;

The 7th May 1901. }

By order,

H. S. BAILES,

Secretary to the Government of India,
Foreign Department.

F. A. 111

AGREEMENT entered into by HIS HIGHNESS the NAWAB of
RAMPUR, dated the 13th September 1899.

I, Nawab Mohamed Hamid Ali Khan Bahadur, Farzand Dulpizar Daulat Englishia, Nawab of Rampur State hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State, which are or may hereafter be occupied by the Bareilly Rampur Mechanical Railway, including all lands occupied for stations, for out-buildings and for other railway purposes, and over all persons and things whatsoever within the said lands.

The 13th September 1899

MOHAMED ISHAK KHAN

HAMID ALI KHAN

Nawab of Rampur

H. Z. CRICK

Off. Commr., British India Division, and Agent

Liaison Officer, North-West Frontier

II.—GARHWAL OR TEHRI.

THE early history of the Garhwal Rajas is obscure. They claim descent from the Solar race, and are of the Kshatriya caste. For many generations the chiefs had absolute sway over the whole of Garhwal on both sides of the Alaknanda, paying, however, a nominal tribute to the Emperors of Delhi. The first Raja of the line was Kanak Pal. Kalyan Sah, the 38th prince of the line, was invested with the title of "Sah" by the Emperor Nasir-ud-din of Delhi; from this time the Rajas of Tehri have been styled "Sah."

In 1804 the Nepalese extended their conquests to Garhwal and expelled Raja Pradyumna (or Parduman) Sah, who took refuge in the plains. He collected a force of some 12,000 men, with whom he entered the Dun, having resolved to make an attempt to recover his kingdom. In this he was unsuccessful, and in an action fought at Khurbura near Dehra, he perished with most of his Garhwali retainers (January 1804). His son, Sudarshan Sah, having escaped from the Gurkhas, fled to the plains and joined the English.

On the termination of the Nepal war in 1815 that portion of his hereditary possessions which lay to the west of the Alaknanda river was restored in 1820 to Raja Sudarshan Sah by Sanad (No. XVIII); the lands to the east of the rivers Alaknanda and Mandakini, the Dehra Dun, and the pargana of Raingarh were retained by the British Government.

During the mutinies of 1857 the Raja rendered valuable assistance to Government. He died in June 1859 without legitimate issue, and in accordance with the terms of the treaty the State lapsed to Government; but in consideration of the services of Sudarshan Sah, his eldest illegitimate son, Bhawani Singh, was allowed to succeed (No. XIX). Bhawani Singh subsequently (in 1862) received a Sanad (No. XX), guaranteeing him the right of adoption. Raja Bhawani Singh died in December 1871, and was succeeded by his eldest son, Pratap Sah. On the occasion of the Delhi Darbar, held on the 1st January 1877, Raja Pratap Sah was granted a personal salute of 11 guns, which was subsequently changed in 1878 to a permanent salute. He died in February 1887, and was succeeded by his son, Kirti Sah, who was born on the 19th January 1874. During the latter's minority a Council of Regency was formed, presided over by Guleria, mother of the Raja. Kirti Sah was installed on the 17th March 1892, the Council being retained as a

consultative one In 1898 the Council was abolished altogether. The Raja, who was educated at the Mayo College, Ajmer, married a daughter of Rana Padamjang, son of Maharaja Jang Bahadur of Nepal, by whom he has a son and heir, Tika Sahib Narendra Sah, born on the 3rd August 1898. Kirti Sah was created a Companion of the Star of India in 1899, and a Knight Commander of the same Order in 1903 He visited Europe in 1900

In 1865 Raja Bhawan Singh leased (No XXI) his forests for Rs 10,000 a year to the British Government for a period of 20 years, with effect from the 1st May 1864 The lease was renewed in 1885 for another 20 years by Raja Pratab Sah for Rs 12,000 a year (No XXII), but in June 1887 Government relinquished the Sheopuri portion of the forests and the rent was reduced to Rs 9,000 On the expiry of the lease in 1905 the present Raja granted a fresh one (No XXIII) for 20 years on terms somewhat more favourable to himself He also leased certain Chir forests in the Tons Valley in 1895 for 20 years (No. XXIV)

The area of the Tehri State is 4,180 square miles, and the population 268,885, according to the census of 1901 The land revenue is Rs. 95,800 and the total revenue from all sources averaged during the last three years about Rs 6,30,000 The State has (1904) 111 sepoy and 2 serviceable guns.

Nazarana is taken on succession

The Raja is entitled to a salute of 11 guns, fixed in 1878.

No. XVIII.

SUNNUD granted to the RAJAH of GURHWAL under the seal and signature of the GOVERNOR-GENERAL—*dated 4th March 1820.*

Whereas the Provinces heretofore forming the Raj of Gurhwal have come into the possession of the British Government; and whereas Rajah Soodersun Sah, a descendant of the ancient Rajah of that country, has evinced his zeal and attachment to the British Government, the Governor-General in Council has conferred on Soodersun Sah, his heirs and successors, in perpetuity on the conditions hereinafter expressed, the whole of the Territory of Gurhwal, with the following exceptions, that is to say, *1st.*—The districts situated to the eastward of the River Alikamunda, and to the eastward of the River Mundagunnee, above its confluence with the aforementioned river. *2ndly.*—The Deyrah Dhoon. *3rdly.*—The Pergunnah of Raeen Gurh. It will be the duty of the Rajah to make such settlement of the country now conferred upon him as shall be calculated to promote the happiness and welfare of the inhabitants, and to govern his subjects with justice, and to collect the revenues which he will appropriate to his own use. He is further required to prohibit and prevent the traffic in slaves, which is forbidden by the Regulations of the British Government. Whenever the British Government shall have occasion to require from the Rajah assistance in Begaur, or supplies for the use of its troops, the Rajah is to provide the same to the extent of his ability, to afford every facility to the subjects of the British Government and others trading in his territory, or with the countries beyond it, and is at all times to conform to the directions of the British Government and its officers. The Rajah is not to alienate or mortgage any part of his possessions without the knowledge and consent of the British Government. While these conditions shall be faithfully observed, the British Government will guarantee the Rajah and his posterity in the secure possession of the country now conferred upon him and will defend him against his enemies.

The 4th March 1820.

No. XIX.

TRANSLATION of a SUNNUD granting the TERRITORY of GURHWAL to RAJAH BHOWAN SINGH—*dated 6th September 1859.*

Be it known to the chowdhories, canongoes and zemindars of the Gurhwal Ilaga, that the Chief of Gurhwal having died, leaving no legitimate issue, the above territory has lapsed to the Government, with proprietary rights therein, but in consideration of the firm attachment and steady friendship of the late Rajah, and the valuable services which he rendered in 1857, the Government has resolved to confer upon Bhowan Singh, son of the deceased, and the heirs male of his body lawfully begotten, the Territory of

Gurhwal which was in the possession of the late Rajah I therefore do hereby grant to Bhowan Singh and the heirs male of his body lawfully begotten, the title of Rajah, and the State of Gurhwal

Be it also known that British subjects both Native and European, shall have free access into the Rajah's territories for commerce or otherwise, that they shall receive the same consideration and protection as the subjects of the Rajah that the Government shall have power to make roads through the Gurhwal Territory, and that this grant has been made on condition of good behaviour and of service, military and political, in time of danger and disturbance

Dated

(Sd)

No XX.

ADOPTION SUNNUD granted to RAJAH BHOWAN SING, of GURHWAL—*11th March 1862*

“ “ “ “ Governments of the several Princes their own territories, should be per- and dignity of their houses should be continued, in fulfilment of this desire this Sunnud is given to you to convey to you the assurance that on failure of natural heirs the British Government will recognize and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race

Be assured that nothing shall disturb the Engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, Grants or Engagements which record its obligations to the British Government

Dated 11th March 1862.

(Sd) CANNING

No. XXI.

AGREEMENT for the lease to the BRITISH GOVERNMENT of the forests in the territory of RAJAH BHOWANY SHAH, CHIEF of GURHWAL, for 20 years, from 1st May 1864 to 30th April 1884 A D, entered into by RAJAH BHOWANY SHAH and LIEUTENANT-COLONEL H RAMSAY, COMMISSIONER on behalf of GOVERNMENT—*dated 2nd October 1865.*

The conditions of this lease, which shall be equally binding on the Rajah and the said Government, are set forth in the following paragraphs —

1st—The Rajah Bhowany Shah hereby makes over in lease to the British Government all the forests of his territory, and declares that all his

right, title and interest in the timber and trees standing or felled lying within his said territory, is hereby transferred to the said Government, and the said Government is competent to appoint a Conservator with the requisite establishment for the protection of those forests.

2nd.—The said Government is authorised to take steps for the more complete conservation of any portion of the Deodar Forest comprised within the forests hereby leased to it, and may prohibit the grazing of cattle, or opening of thoroughfares therein, but so that no person is thereby made to suffer loss within such portion of forest, and the said Government may, from time to time, issue such orders as it may think proper for the more effectual protection of the trees.

3rd.—No person save the said Government shall have the right to cut or carry away timber (from the forests), but the privilege hereto enjoyed by the ryots of taking wood for building houses, for burning, for making ploughs, and generally for agricultural purposes, shall continue intact.

4th.—No person shall be entitled to clear ground for building in the Deodar Forest, nor shall any one be permitted to cultivate the cleared ground in the midst of such forest.

5th.—The Rajah shall aid to the utmost of his power in the protection of the forests, and in the punishment of persons infringing the forest rules and regulations.

6th.—The rules and regulations laid down by the Conservator in regard to the forests having been approved by the Rajah, shall be enforced, and the Rajah shall regard any infringement of those rules as an offence, and shall punish the offender.

7th.—The forest lying in Juanpoor shall be exempted from the conditions of this lease for two years, but after the 1st May 1866, it shall be deemed to be included in this lease.

8th.—The Rajah shall be competent to take whatever timber he may need for his personal use, or for the private requirements of his family.

9th.—The British Government shall be entitled to make roads which may require to pass through fields containing standing crops, but shall be bound to make compensation for the loss thereby inflicted; on such compensation being paid, the Rajah will not object to the construction of the road.

10th.—The said Government shall have power to float down timber by means of streams, or open out roads for their conveyance, and to levy a tax on all timber floated down such streams or carried by such roads within the Rajah's territory. If any person shall float timber down such stream without having the Conservator's pass by him, or if the timber shall not correspond with the description given in the pass, such timber shall be deemed the property of Government, and the Conservator or his subordinate shall have power to confiscate it.

11th.—The sum of Rs. 10,000 shall be paid yearly by the British Government on fulfilment of the above recorded provisions, as consideration for the lease of all the Forests in the Rajah's territory.

12th —The above recorded provisions shall hold good for 20 years from the 1st May 1864, but on expiration of that period, the British Government shall be competent to continue the lease for another term of 20 years and similarly on expiration of the second term of 20 years shall be entitled to renew it for a further term, but the consideration to be paid for each such subsequent lease shall be determined by mutual agreement and consent of both parties, *vis*, of the British Government and the Rajah Sahib

This agreement shall be signed by both the contracting parties, and one copy of it shall be deposited with the British Government, and another copy be kept by the Rajah

Executed this 2nd day of October 1865

No XXII.

RENEWED LEASE of TEHRI FORESTS executed in 1885.

1 The Raja Partab Sah of Tehri hereby places at the disposal of the British Government the deodar forests in the Tons and Pabar valleys and the Sheopuri forests within his territory the boundaries of which are set out in the schedule annexed No person save the said Government shall have the right to take timber out of the said forests but any privileges hitherto enjoyed by the ryots of taking wood for building houses for burning, for making ploughs, and generally for agricultural purposes, shall continue intact

2 The said Government is authorised to take steps for the more complete conservation of any portion of the forests hereby placed at its disposal The said Government may prohibit the grazing of cattle or opening of
privileges of villages
d the Conservator of
with the approval of
the Raja, as he may think proper for the more effectual protection of the trees

3 No person shall be entitled to clear ground for building in the forest referred to in clause 2, nor shall any one be permitted to cultivate on the cleared ground in the midst of such forests

4 The Raja shall aid to the utmost of his power in the protection of the forests and in the punishment of persons infringing the forest rules and regulations

d to
the
hall

6 The Raja shall be competent to take whatever timber he may need for his personal use or for the private requirements of his family

7. The British Government shall be entitled to make roads which may require to pass through fields containing standing crops, but shall be bound to make compensation for the loss thereby inflicted. On such compensation being paid, the Raja will not object to the construction of the road.

8. The sum of Rupees 12,000 shall be paid yearly by the British Government in fulfilment of the above recorded provisions as consideration for the lease.

9. The above recorded provision shall hold good for twenty years from the 1st May 1885, and on the expiry of that period the British Government shall be entitled to renew it for a further term; but the consideration for such subsequent lease shall be determined by mutual agreement and consent of both parties (namely, of the British Government and of the Raja of Tehri) and based upon the fair value of the timber to be annually taken out. One copy of this Agreement, after it has been signed by or on behalf of both the contracting parties, shall be deposited with the British Government and another copy shall be kept by the Raja.

NOTE.—The above lease was submitted to the Government of India, Home Department (Forests), under letter No. 244-F.—12-59, dated 20th April 1885. Since its execution the Sheopuri Forests have been relinquished (30th June 1887) by Government, and instead of Rs. 12,000 (Article 8) Rs. 9,000 are now paid by the British Government.

Schedule of boundaries of Tehri-Garhwal leased forests attached to the Faunsar Division.

DEOTA FOREST, INCLUDING DEOTA, LAMBATACH, BAMSU, SURAS, AND KOTIGAD BLOCKS.

North.—A line demarcated by pillars from a point (pillar No. 28) on the Paji Dhar above Bargatgad, passing south of village lands of Makari, to a point on the Damrarigad (pillar No. 47).

East.—A demarcated line from the last mentioned point, passing above the Jajrari, Bamsu and Deota villages to the Bagiar stream, half a mile above its junction with the Tons (pillar No. 1).

South.—From the last mentioned point a demarcated line running above the old Khinari and Pokhari villages to a point on the Lohasudhar (pillar No. 11).

West.—From the last mentioned point a demarcated line skirting Karshi, Mainegaon, Bhatar and Dhamti villages to the point on the Pajidhar (pillar No. 28).

DATMIR FOREST.

North.—A demarcated line from a pillar on the main ridge between Tons and Rupin rivers to a point above Gungar village.

East—From the latter point down the spur to a point on the bank of the Tons river

South—From this point, along the right bank of the Tons river to a pillar about three fourth mile below the bridge near Datmur village

West—From the last mentioned point up the Sendrugad to the main ridge between the Tons and Rupin

There is also a small detached block demarcated by ten pillars on the left bank of the Tons, below Datmur village

CHAUSIL FOREST, INCLUDING DEDRAGAD, ANDRIGAD, GDHAL, AND SHALDAR BLOCKS

North—From pillar No 1 at the source of Gattaigad along the Chausil ridge to a point above the waterfalls on the Jodargad

East—From the last point along a ridge east of the Jodargad to pillar No 83 above the Kunigad, thence by a demarcated line crossing the Jodargad and above the Shaldar cultivation to pillar No 63, on the northern boundary of the Suras block of the Deota forest

South—From the last point, along the boundary of the Suras block to pillar No 62, and thence by a demarcated line round Gokul, Manda and Cheo cultivation to pillar No 12 on the Kasla Manda ridge between Tehri Garhwal and Kuental State to pillar No 1

West—Along the boundary of Kuental State to pillar No 1

NORANU FOREST

West and North—From pillar No 1 on main ridge between Shaldar and Noranagads, along the water parting of Rupin and Tons rivers to pillar No 12 on Pariondanda

East—From pillar No 12 by a demarcated line to pillar No 11

South—From pillar No 11 by a demarcated line above the cultivation of Noranu to pillar No 1

NAINTWAR FOREST

West and North—From pillar No 18 along Rainudhars, separating the Rupin and the Tons rivers to pillar No 1 on the Baladhar

East—Down the Bala and Kuba Karshadhars to pillar No 46

South—By a demarcated line above the cultivation of Koarlu to pillar No 18

7. The British Government shall be entitled to make roads which may require to pass through fields containing standing crops, but shall be bound to make compensation for the loss thereby inflicted. On such compensation being paid, the Raja will not object to the construction of the road.

8. The sum of Rupees 12,000 shall be paid yearly by the British Government in fulfilment of the above recorded provisions as consideration for the lease.

9. The above recorded provision shall hold good for twenty years from the 1st May 1885, and on the expiry of that period the British Government shall be entitled to renew it for a further term; but the consideration for such subsequent lease shall be determined by mutual agreement and consent of both parties (namely, of the British Government and of the Raja of Tehri) and based upon the fair value of the timber to be annually taken out. One copy of this Agreement, after it has been signed by or on behalf of both the contracting parties, shall be deposited with the British Government and another copy shall be kept by the Raja.

NOTE.—The above lease was submitted to the Government of India, Home Department (Forests), under letter No. 244-F.—12-59, dated 20th April 1885. Since its execution the Sheopuri Forests have been relinquished (30th June 1887) by Government, and instead of Rs. 12,000 (Article 8) Rs. 9,000 are now paid by the British Government.

Schedule of boundaries of Tehri-Garhwal leased forests attached to the Jaunsar Division.

DEOTA FOREST, INCLUDING DEOTA, LAMLATACH, BAMSU, SURAS, AND KOTIGAD BLOCKS.

North.—A line demarcated by pillars from a point (pillar No. 28) on the Paji Dhar above Bargatgad, passing south of village lands of Makari, to a point on the Damrarigad (pillar No. 47).

East.—A demarcated line from the last mentioned point, passing above the Jajrari, Bamsu and Deota villages to the Bagiar stream, half a mile above its junction with the Tons (pillar No. 1).

South.—From the last mentioned point a demarcated line running above the old Khinari and Pokhari villages to a point on the Lohasudhar (pillar No. 11).

West.—From the last mentioned point a demarcated line skirting Karshi, Mainegaon, Bhatar and Dhamti villages to the point on the Pajidhar (pillar No. 28).

DATMIR FOREST.

North.—A demarcated line from a pillar on the main ridge between Tons and Rupin rivers to a point above Gungar village.

East—From the latter point down the spur to a point on the bank of the Tons river

South—From this point, along the right bank of the Tons river to a pillar about three fourth mile below the bridge near Datmir village

West—From the last mentioned point up the Sendrugad to the main ridge between the Tons and Rupin

There is also a small detached block demarcated by ten pillars on the left bank of the Tons, below Datmir village

CHAUSIL FOREST, INCLUDING DEDRAGAD, ANDRIGAD, GOHAL, AND SHALDAR BLOCKS

North—From pillar No 1 at the source of Gattaigad along the Chausil ridge to a point above the waterfalls on the Jodargad

East—From the last point along a ridge east of the Jodargad to pillar No 1 thence by a demarcated line above the Shaldar cultivation northern boundary of the Suras block of the Deota forest

South—From the last point, along the boundary of the Suras block to pillar No 62, and thence by a demarcated line round Gokul, Manda and Cheo cultivation to pillar No 12 on the Kasla Manda ridge between Tehri Garhwal and Kuental State to pillar No 1

West—Along the boundary of Kuental State to pillar No 1

NORANU FOREST

West and North—From pillar No 1 on main ridge between Shaldar and Noranagads along the water parting of Rupin and Tons rivers to pillar No 12 on Parioudanda

East—From pillar No 12 by a demarcated line to pillar No 11

South—From pillar No 11 by a demarcated line above the cultivation of Noranu to pillar No 1

NAINTWAR FOREST

West and North—From pillar No 18 along Rainudhars, separating the Rupin and the Tons rivers to pillar No 1 on the Baladhar

East—Down the Bala and Kuba Karshadhars to pillar No 46

South—By a demarcated line above the cultivation of Koarlu to pillar No 18

No. XXIII.

LEASE of TEHRI FORESTS executed in 1904.

This Indenture made the ninth day of September 1904 between H. H. Raja Sir Kirti Sah, of Tehri of the one part, and the Secretary of State for India in Council (hereinafter called "the Secretary of State") of the other part.

WHEREAS by an indenture of lease executed on the first day of May 1885 the forests lands specified in the Schedule thereto attached (together with certain other lands) were demised by the then Raja of Tehri, H. H. Raja Partab Sah, to the Secretary of State for a term of twenty years commencing from the 1st day of May 1885, AND WHEREAS the said Raja Sir Kirti Sah, the present Raja of Tehri, (hereinafter called "the Raja") has agreed to grant to the Secretary of State a fresh lease in respect of the forest lands specified in the Schedule A hereto attached (hereinafter called the "forests") and more particularly delineated in the plan or map hereunto appended, upon the terms and conditions hereinafter appearing, NOW THIS INDENTURE WITNESSETH and it is hereby agreed between the parties hereto that in consideration of the covenants hereinafter set forth and of the sums agreed to be paid by the Secretary of State to the said Raja, the said Raja doth hereby demise unto the Secretary of State for a period of twenty years commencing from the date at which the said lease of first of May 1885 shall terminate, that is to say, for a period of twenty years from the first day of May 1905 ALL THE forest lands specified in the Schedule A hereto attached (hereinafter called "the forests") and more particularly delineated in the plan or map hereunto appended upon the following conditions, that is to say:—

1. The Secretary of State shall have the exclusive right to remove timber from the said forests subject to the right hereby reserved of the said Raja to remove such timber as he may require for his personal use or for the private and personal requirements of his own family.

2. The Secretary of State shall maintain and permit the privileges hitherto enjoyed by ryots of removing wood for building purposes, for burning, for ploughs and for agricultural purposes generally.

3. The Secretary of State shall be entitled to take such steps as he may deem necessary for the protection and conservation of the said forests and subject to the grazing privileges hitherto accorded may prohibit and control the grazing of cattle or the opening of new thoroughfares in the said forests and may from time to time with the approval of the said Raja issue such further rules and regulations as may be deemed expedient for the protection and conservation of the said forests.

4. No person shall be permitted to clear land for the purpose of building or cultivation within the said forests without the previous permission of the Secretary of State.

5. The Raja shall aid to the utmost of his power in the protection and conservation of the said forests and shall punish all persons infringing the orders, rules and regulations prescribed for the said forests.

South.—From pillar No. 80 of the Deota Block along a demarcated line through series of pillars numbered from 1 to 14 of the Lambatach Block.

West.—From pillar No. 14 of the Lambatach Block along a demarcated line, through a series of pillars numbered from 15 to 40 of the Kotigadh Block; thence down the Charagadh to its junction with the Bannaligadh; thence up the latter gadh and the Chigadgadh to some rice cultivation at the junction of the Chigadgadh and a stream coming down from pillar No. 58; thence skirting this cultivation to the stream last mentioned; thence up that stream to pillar No. 58; thence along a demarcated line through a series of pillars numbered in inverse order, from 57 to 1 of the Chansil forest, whence the northern boundary started.

Note.—The existing cultivation in the neighbourhood of the Sandidhar and Chigadgadh will be demarcated and excluded, and the 5 “chaks” already demarcated in the Dedragadh will be excluded.

Kandar Block.

A small patch of forest to the south of the village of Laktwar demarcated by a dug line and 12 boundary pillars from 1 to 12.

Naintwar Block.

West and North.—From pillar No. 18, along Rainu Dhar, separating the Rupin and Tons rivers, to pillar No. 1 on the Bali Dhar.

East.—Down the Bali and Kuba Karshu Dhars to pillar No. 6.

South.—By a demarcated line above the cultivation of Koarbo to pillar No. 18.

Datmir Block.

North.—From pillar No. 4 situated on the main ridge between the Tons and Rupin Rivers along a demarcated line running north-east to Sankotop, a peak above the Gangar village.

East.—From the last-named point down the Amallichdhar to pillar No. 1 and thence along a demarcated line to pillar No. 2 situated on the right bank of the Tons.

South.—From pillar No. 2 along the right bank of the Tons to a point about $\frac{1}{4}$ of a mile below the junction of Sindurigadh with the Tons.

West.—From this point up a demarcated line to pillar No. 3 and thence up the Dhuichagadh to pillar No. 4 whence the northern boundary started. There is also a small detached block situated on the left bank of the Tons above the Datmir village demarcated by a dug line and pillars numbered serially from 1 to 10.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written

(Sd) KIRTI SAH,
Raja of Tehri.

(Sd) L A S PORTER,
Chief Secretary to Government,
United Provinces

HARI SINGH, *Witness* *Witness* A FRANCIS, *Naini Tal.*
THAKUR JEET SINGH " " F C RICHARDSON "

No XXIV.

LEASE of the TEHRI CHIR FORESTS executed in 1895.

AN AGREEMENT made the 6th day of June One thousand eight hundred and ninety five between His Highness Raja Kirti Sah of Tehri (hereinafter called the Raja) and the Right Honourable the Secretary of State for India in Council (hereinafter called "the Secretary of State")

Whereas the Raja has agreed to lease certain portions of Chir forests in the Tons valley situated within his territory being 46,143 acres in extent or thereabouts to the Secretary of State for a term of 20 years the said lease to be renewable on its expiry for a further term of 20 years

AND WHEREAS the said portions of the Chir forests have been demarcated by the officers of the Forest Department in conjunction with officials deputed by the Tehri Darbar

NOW IT IS HEREBY AGREED as follows —

(1) In consideration of the sum to be paid as hereinafter mentioned, the Raja hereby leases to the Secretary of State for a term of 20 years the aforesaid portions of the Chir forests in the Tons valley, the portions of the Chir forests hereby leased (hereinafter referred to as the "leased forests") being delineated in the map attached to these presents and their boundaries more particularly set forth in the schedule hereto

(2) The Secretary of State shall pay yearly to the Tehri Darbar a sum representing 80 per cent. of the net annual profits accruing from the leased forests

(3) No person save the Secretary of State shall have the right to take Chir timber out of the leased forests but any privileges hitherto enjoyed by the ryots of taking wood for building houses, for burning, for making ploughs, and generally for agricultural purposes, shall continue and be maintained intact

(4) The Secretary of State is authorized to take steps for the more complete conservation of any portion of the leased forests, and he may prohibit the grazing of cattle or of regard to the existing privileges of the right of grazing etc, and the

time issue such further orders, with the approval of the Raja, as he may think proper, for the more effectual protection of the trees.

(5) No person shall be entitled to clear land for building purposes in the leased forests, or be permitted to cultivate any ground within the boundaries of the leased forests.

(6) The Raja shall aid to the utmost of his power in the protection of the leased forests and in the punishment of persons infringing the forest rules and regulations, but cannot be responsible for such infringements.

(7) The rules and regulations laid down by the Conservator of Forests in regard to the leased forests having been approved by the Raja shall be enforced, and the Raja shall regard any infringement of these rules as an offence, and shall punish the offender.

(8) The Raja shall be entitled to take whatever timber he may need for his personal use, or for the private requirements of his family.

(9) The Secretary of State shall be entitled to make any roads which he may require for the proper management of the leased forests; but if such roads are constructed in fields whether containing standing crops or not, he shall be bound to make compensation for any damage thereby caused.

(10) A balance-sheet showing the receipts and expenditure in connection with the management of the leased forests shall be sent annually for the information of the Darbar. Only such forest establishment as is specially and solely employed in working the forests shall be shown in the expenditure, and the total expenditure shall be limited to Rs. 4,000 a year or thereabouts.

(11) This agreement shall hold good for 20 years from 1st November 1895, and on the expiry of that period the Secretary of State shall be entitled to a renewal of it on the same terms and conditions for a further period of 20 years; provided always that the consideration for such further period shall be open to revision on the mutual agreement and consent of both parties.

(12) One copy of this agreement, after it has been signed by or on behalf of both the contracting parties, shall be deposited with the Government of the North-Western Provinces and Oudh on behalf of the Secretary of State, and another copy shall be made over to the Raja.

KIRTI SAH,

H. F. EVANS,

Raja of Tehri-Garhwal State. Chief Secy. to Govt., N.-W. P. and Oudh.

Witnesses :

Witnesses :

R. BHATTACHARJEE,

P. HARRISON,

Secy. to H. H. Raja of Tehri-Garhwal State.

Under-Secy. to Govt.,

N.-W. P. and Oudh.

MIYAN J. B. SINGH,

C. D'MONTE,

Private Secy. to H. H. Raja of Tehri-Garhwal State.

Supdt., Govt. Sectt., N.-W. P. and Oudh,

General Department.

Schedule of boundaries of Tehri-Garhwal leased Chir forests attached to the Jaunsar Division

1 TONS FOREST, about 64 square miles, excluding half square mile of chaks, 63½ square miles

South—From pillar No 1 at the junction of the Khunigadh stream, with the Tons river, up the said stream, there forming the boundary of the Jaunsar-Bawar pargana of the Dehra Dun district, to pillar No 2 at a point where two main valleys coming from the Ringali peak meet then generally eastwards first up a small stream to No 3 on a road then to No 4 on a spur then along and up the spur to No 5 then by short line across a valley through Nos 6, 7, 8, 9, 10 to 11 on a small spur then through No 12 to No 13 on the Lunigadh stream, then up that stream to its source on the main ridge at Suranukiser pillar No 14 then along the main ridge being the water parting between the Tons and Jumna rivers through pillars Nos 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 to pillar No 25 at Saloglan

East—From the said pillar No 25 north east through pillar No 26 to pillar No 27, then in a north westerly direction nearly parallel to the Garugadh stream through pillars Nos 28, 29 to pillar No 30 opposite Dumara village then generally south through pillars Nos 31, 32, 33, 34, 35, 36 to pillar No 37, then north west through pillars Nos 38, 39, 40, 41, arsan village then down 46 then eastwards up 1, 2 to pillar No 53, then then a series of straight

lines through pillars Nos 55, 56, 57, 58, 59 to pillar No 60 on the southern branch of the Miagadh, then down that stream to pillar No 61, then a series of straight lines through pillars Nos 62, 63, 64, 65, 66, 67, 68, 69 to pillar No 70 on the northern branch of the Miagadh then up that stream to pillar No 71, then north to pillar No 72, then west to pillar No 73 then straight lines through pillars Nos 74, 75, 76, 77, 78 to pillar No 79 on the Southern Tons road then along that road to pillar No 80, then east through pillars Nos 81, 82 to pillar No 83 then straight lines through pillars Nos 84, 85, 86 to pillar No 87 on the Southern Tons road then across the Tons river to pillar No 88, then through pillars Nos 89, 90 to pillar No 91 on the Rupin river opposite Naintwar, then up the Rupin river to pillar No 92, then across the Rupin river and up a spur through pillars Nos 93, 94, 95, 96, to pillar No 97, then straight lines through pillar No 98 to pillar No 99 on a small stream, then down that stream through pillar No 100 to pillar No 101, then generally north through pillar No 102 to pillar No 103 on another small stream then down that stream through pillar No 104 to pillar No 105 on the Rupin river, then up a small stream called Hiwragadh to pillar No 106, then a series of short straight lines above the Rupin river through pillars Nos 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121 to pillar No 122 on the Rupin.

North.—Down the Rupin river to pillar No. 123; then generally south-west and south lines above the Rupin river and more or less parallel to it through pillars Nos. 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135 to pillar No. 136 on the Hadwar-dhar, which ridge runs up from the junction of the Rupin and Tons; then along that ridge to pillar No. 137; then straight lines through pillar No. 138 to pillar No. 139 on a small stream; then down that stream to pillar No. 140; then west to pillar No. 141 on a spur; then along that spur through pillars Nos. 142 to 143; then north-west and north through pillars Nos. 144, 145 to No. 146; then west to pillar No. 147 on the Eastern branch of the Salragadh; then down that branch of the Salragadh to its junction with the Western branch pillar No. 148; then up the Western branch to pillar No. 149; then lines through pillar No. 150 to pillar No. 151 on the Salra ridge; then up the Salra ridge through pillars Nos. 152, 153 to pillar No. 154; then west through pillar No. 155 to pillar No. 156; then north through pillars Nos. 157, 158, to pillar No. D—82 of the leased deodar forest; then generally west past pillars Nos. D—81, D—80, D—79, D—78, D—77, D—76 to pillar No. D—75.

West.—From pillars Nos. D—75 to D—74; then a series of straight lines through pillars Nos. 159, 160, 161, 162, 163, 164, 165, 166, 167 to pillar No. 168 on a ridge called Sainjaldhar; then down that ridge to pillar No. 169; then by a side spur through pillar No. 170 to pillar No. 171 on the Sallagadh; then up the Sallagadh to deodar leased forest pillar No. D—47; then along the deodar leased forest boundary through pillar No. D—48 to pillar No. D—49 on the Saras spur; then down the spur to pillar No. 172; then a series of lines below the Saras village through pillars Nos. 173, 174, 175 to pillar No. 176 on a spur; then down the said spur through pillars Nos. 177, 178 to pillar No. 179 on a stream tributary of the Sallagadh; then up that stream to pillar No. 180 on the spur above Bamsu village; then down the spur to pillar No. 181 and on down a side spur to pillar No. 182 on Bamsugadh; then up the Bamsugadh to pillar No. 183 and by a small spur to pillar No. 184 on the ridge; then down the ridge above Thale village through Nos. 185, 186 to No. 187; then by a spur to pillar No. 188; then lines alternately south-east and south-west through pillars Nos. 189, 190, 191, 192 to pillar No. 193 on the right bank of the Tons river; then down the Tons river to pillar No. 1, whence the southern boundary started.

From this area will be excluded a series of chaks numbered in the map 1 to 72 and covering an area of about half square mile, all demarcated.

2. *Bindri Forest.*—About half square mile.

East.—From pillar No. 1 on the right bank of the Tons river about one mile above Thadiar bridge, demarcated straight lines northward through pillars Nos. 2 and 3 to No. 4 on the Bindri Khala; then up that stream to No. 5.

North and West.—Thence demarcated straight lines first generally south-west; then south-east through pillars Nos. 6, 7, 8, 9, 10 to pillar

No 11 on the right bank of the Tons river about one mile above Thadiar bridge

South—Up the Tons river to pillar No 1

3 *Goraiana Forest*—About three fourth square mile

North—From pillar No 1 below Karoli village, a straight line to No. 2 on a small stream

West—Down that stream through pillar No 3 to No 4, then demarcated straight lines through pillars Nos 5, 6 to pillar No 7 above the Tons river

South and East—Two demarcated straight lines generally north-east through pillar No 8 to pillar No 1

4 *Karoli Forest*—About one and one fourth square miles excluding chak

South—From pillar No 9 above the Pabar river eastwards by straight lines through pillars Nos 10 and 1 to pillar No 2 above Karoli village

East—Thence straight lines touching the Lambatach deodar forest boundary at No 5 pillar, through pillars Nos 3, 4 5 to pillar No 6

North—Straight lines through pillar No 7 to pillar No 8 above the Pabar river

West—A straight line above and parallel to the Pabar river to pillar No 9.

Remarks—A demarcated chak containing about four acres is excluded from this area

5 *Seroo Forest*—About one and one-half square miles

West and South—From pillar No 1 on the Garasnigadh about one-fourth mile above its junction with the Pabar river up the Singridar ridge to pillar No 2 then a series of demarcated straight lines through pillars Nos 3 4, 5, 6 to pillar No 7 on the Bher Bawotigadh

East—The Bher Bawotigadh to its junction with the Garasnigadh.

North—The Garasnigadh to pillar No 1.

6 *Ishari Forest*—About three-fourth square mile excluding chaks

West—From pillar No 1 about half mile above the Pabar river straight line northwards through Nos 2, 3, 4, 5, 6 to No 7 on the Bogdar-gadh, a tributary of the Pabar

North—Up that stream to No 8

East—Straight lines generally southwards through pillars Nos 9, 10, 11, 12, 13, 14, 15 to pillar No 16 below Dhamti village.

South—A straight line to pillar No 1.

Remarks.—Two demarcated chaks numbered “5” and “6” in the map with an area of about eight acres are excluded from this area.

7. *Kalinch Forest.*—About four square miles excluding chaks.

North.—From pillar No. 1 on the spur at the junction of the Kotigadh stream with the Pabar river demarcated straight lines eastward through pillars Nos. 2, 3, 4, 5, 6, 7, 8, 9 and 10 to the Kotigadh stream; then up that stream to pillar No. 11; then demarcated lines generally eastwards through pillars Nos. 12, 13, 14, 15, 16, 17, 18 to pillar No. 19.

East.—Thence demarcated straight lines generally southwards and east of the Makurigadh through pillars Nos. 20, 21, 22, 23, 24 to pillar No. 25; then westwards to pillar No. 26; then north-west through pillars Nos. 27, 28 to pillar No. 29; then south through pillars Nos. 30, 31, 32 to pillar No. 33; then generally first south-west, then north, then south-west, then south, then south-west, and then south-east; demarcated straight lines through pillars Nos. 34, 35, 36, 37, 38, 39 to pillar No. 40, and the boundary of the leased deodar forest.

South.—The boundary of the leased deodar forest to pillar No. 41 near Pajidhar; then west to pillar No. 42; then demarcated lines first generally north and then generally west round Kalinch village through pillars Nos. 43, 44, 45, 46, 47, 48 to pillar No. 49.

West.—Demarcated straight lines through pillar No. 50 to pillar No. 1 whence the northern boundary started.

From this area will be excluded four chaks numbered 1 to 4 in the map and covering an area of about 18 acres, all demarcated.

KIRTI SAH,

Raja of Tehri-Garhwal State.

The 6th June 1895.

Witnesses :

R. BHATTACHARJEE,

*Secy. to H. H. Raja of Tehri-
Garhwal State.*

MIYAN J. B. SINGH,

*Private Secy. to H. H. Raja
of Tehri-Garhwal State.*

H. F. EVANS, -

*Chief Secy. to Govt., N.-W. P.
and Oudh.*

Witnesses :

P. HARRISON,

*Under-Secy. to Govt., N.-W. P.
and Oudh.*

C. D'MONTE,

*Supdt., Govt. Sectt., N.-W. P.
and Oudh, General Dept.*

III.—FARRUKHABAD.

BEFORE the cession of Rohilkhand to the British Government the Farrukhabad territory was almost entirely surrounded by the dominions of the Wazir of Oudh. A tribute of Rs 4,50,000 was paid by the Nawab Rais of Farrukhabad to the Wazir. This tribute was ceded to the British Government by the Treaty with the Wazir of the 10th November 1801 (No XLVII). In 1802 the Nawab ceded (No XXV) the sovereignty of the province to the British Government, who settled on him and his heirs and successors a stipend of Rs 1,08,000 a year.

The last Nawab Rais of Farrukhabad, Tafazzul Husain, rebelled in 1857. He surrendered on the 7th January 1859 under the proclamation of amnesty, and was tried before a Special Commission on various counts, charging him, *first* with rebelling and waging war against the British Government, and acting as a leader and instigator in revolt and, *secondly* with being a principal and accessory, both before and after the fact to the murder of many British subjects Eurasian and Native. He was convicted and sentenced to death, and all his property was adjudged to be confiscated. But it came out on the trial, and was pleaded by the prisoner as a bar to the execution of the sentence, that before his surrender a letter had been written to him by Major Barrow, the Special Commissioner with the camp of the Commander-in-Chief in which he was invited to surrender, and that in this letter he was told that pardon had been extended to all who had not personally committed the murder of British subjects, and that if he had not personally committed the murder of British subjects he might surrender without apprehension. Government condemned and disavowed this act of Major Barrow, but forebore in consequence of it from carrying out the capital sentence, on condition that Tafazzul Husain should immediately leave the British territories for ever. He was carried to Agra and then across the frontier in the direction of Mecca, and warned that, if ever he set foot on British territory, the sentence of death which had been passed upon him would be carried out.

Tafazzul Husain died at Mecca on the 10th January 1862. His son, Asghar Husain Khan, is still alive and in receipt of a ~~stipend~~ pension of Rs 260-0-5 a month.

As regards the Treaty of 1802, it was ~~not~~ ^{not} ~~an~~ ^{an} ~~cession~~ ^{cession} the British Government and the Nawab Rais, the ~~only~~ ^{only} ~~in~~ ⁱⁿ ~~cession~~ ^{cession} by ~~Tafazzul~~

Husain's rebellion, but that this breach of engagement by Tafazzul Husain did not of itself affect the right of third parties recognized or created by the treaty. The pension guaranteed by Article 2, and the property and annual payments guaranteed by Articles 3, 4, and 7, were therefore resumed, and a small subsistence allowance was granted to those who were dependent on these payments and had no other means of support, provided they took no part in and gave no encouragement to rebellion. But the pensions guaranteed by Article 5 and the rent-free land and jagirs alluded to in Article 8, were continued to the holders, provided they were not implicated in rebellion, and did not hold their pensions or lands on condition of service, the performance of which was no longer possible. These pensions have now been commuted to a large extent.

No. XXV.

TREATY with the NABOB of FURRUCKABAD—*4th June 1802.*

Treaty between the Honourable East India Company and the Nabob Imdad Hoossain Khan, for ceding to the Honourable the East India Company, in perpetual sovereignty, the province of Furruckabad and its dependencies, in commutation of the tribute hitherto payable by the said Nabob to the Honourable Company, concluded on the one part by the Honourable Henry Wellesley, Lieutenant-Governor of the Ceded Provinces in Oudh, by virtue of full powers vested in him for that purpose by His Excellency the Most Noble the Governor-General, and on the other part by the Nabob Imdad Hoossain Khan Behauder, Nasser Jung, on behalf of himself, his heirs and successors.

ARTICLE 1.

It is hereby stipulated and agreed that the province of Furruckabad and its dependencies shall be ceded, in perpetual sovereignty, to the Honourable the East India Company, from the commencement of the Fussellee year 1210, the Nabob transferring to the Company his right and property in the same, with the exceptions hereafter mentioned.

ARTICLE 2.

tion, and to a friend of the British Government.

ARTICLE 3.

The Honourable the Lieutenant-Governor engages that two thousand Rupees yearly shall be allowed for the expenses of the Imaumbarrah; and that the amount of three thousand six hundred Rupees yearly, for the payment of the allowances to the *separate mahals of the late Nabob* suffer Jung, hitherto paid by Omroo *by the* Nabob, who shall deliver the *Civil* Officer; provided it should be found that these allowances have not been regularly paid by Omroo Begum.

ARTICLE 4.

In compliance with the Nabob's desire the gardens *form* party of his father, the *in* Furruckabad, and the *as* his exclusive proper *legally* entitled to such property.

ARTICLE 5.

As the detailed list given in by the Nabob, of family connections and attendants, under the head of pensions, and the list delivered in by Kherud Mund Khan, are in many respects different, and as it is the intention of the British Government that provision should be made for persons whose claims to pensions shall appear to be well founded, it is hereby agreed that the rights of the different claimants shall be inquired into by the civil officer appointed by the British Government, in conjunction with the Nabob, and that Sunnuds shall be granted, under their joint seals and signatures, agreeably to which Sunnuds the pensioners shall be paid by the Nabob, who will deliver their receipts to the Company's Civil Officer.

ARTICLE 6.

The authority of the Court of Adawlut shall not extend to the person of the Nabob; but as his connections and dependants are undefined, and as it is the object of the British Government to introduce a fair and impartial administration of justice throughout the province of Furruckabad, it is agreed that whatever complaints may be preferred against any of the Nabob's dependants, shall, in the first instance, be referred to the Nabob, and, in the event of the complainant not receiving speedy justice, or being dissatisfied with the Nabob's decision, the complaint shall be decided in the Court of Adawlut.

ARTICLE 7.

In compliance with the Nabob's request, allowances shall be granted to the undermentioned persons, to be continued so long as their conduct shall be satisfactory to the British Government and to the Nabob:—

Emaum Khan	...	..	...	...	Rs. 5,000 annually.
Purmul Khan and Muhammad Khan	...	...	...	...	„ 5,000 „
Rhodan Buksh, Phi Vakeel, on the part of the Nabob, to attend the Civil Officer appointed to Furruckabad	...	..	...	...	„ 4,000 „
Ahmed Buksh and Muhammad Zallah	...	...	...	...	„ 2,000 „

ARTICLE 8.

The rent-free lands, the daily and yearly pensions, and the jaghires, shall be continued, if upon a fair investigation they shall appear to have been established previously to the death of Mozuffer Jung.

ARTICLE 9.

This Treaty, consisting of nine Articles, having been settled and concluded at the City of Bareilly, on the 4th day of June 1802, corresponding with the 3rd day of Suffer, 1217 Hegira, the Honourable Henry Wellesley, Lieutenant-Governor of the Ceded Provinces in Oudh, has delivered to the

Nabob Imdad Hoossain Khan, Nasser Jung Behauder, a copy of the same in English and Persian, under his seal and signature, and the said Nabob has delivered to the Honourable Henry Wellesley, Lieutenant-Governor of the Ceded Provinces, another copy of the same, under his seal and signature, and the Honourable Henry Wellesley engages to procure within the space of thirty days, a ratification of the Treaty, under the seal and signature of His Excellency the Most Noble the Governor-General.



The Seal of the
Honourable
Henry Wellesley.



The Seal of the
Nabob Imdad
Hossain Khan.

(Sd.) HENRY WELLESLEY.

N.B.—This Treaty was ratified by the Governor-General in Council, the 24th June 1802.

IV.—BENARES.

This family was founded by Mansa Ram, Zamindar of Gangapur, who died in 1740, and was succeeded by his son, Raja Balwant Singh. Balwant Singh joined Shah Alam and Shuja-ud-Daula in their invasion of Bengal in 1763. He joined the British camp with the Emperor after the battle of Baxar, and in the arrangements made with the Emperor in 1764,* his zamindari was transferred from Oudh to the British Government. The arrangements thus made were disapproved by the Home Government, and when the Treaty of 1765 was concluded with Shuja-ud-Daula, the estate of Raja Balwant Singh was restored to Oudh, the Nawab engaging to continue him in possession on condition of his paying the same revenue as before (*see* Art. 5 of Treaty of 1765, No. XXXIV).

In 1770, on the death of Balwant Singh, the Wazir of Oudh wished to dispossess the family, but the British Government compelled him to recognize the succession of Chait Singh (son of Balwant Singh by a Rajput mistress) and to grant him (in 1773) a Sanad (No. XXVI) under their guarantee. By the Treaty concluded with the Nawab Wazir of Oudh in 1775 (No. XXXIX) the sovereignty of the districts dependent on Raja Chait Singh was ceded in perpetuity to the British Government. A Sanad (No. XXVII) was however given to the Raja in 1776 confirming him in his zamindari, and the civil and criminal administration thereof, subject to an annual net payment of Sicca Rupees 22,66,180, and on condition of his adopting measures for the interest and security of the country and the preservation of the peace. The Raja was also allowed to coin money.

In 1778 it was proposed that the Raja should be required to pay a subsidy of five lakhs of rupces for the maintenance of three battalions of sepoys. He consented to the arrangement for one year. The contribution was again levied in 1779 and in 1780, and the Raja was also required to employ his cavalry for the general service of the State. Chait Singh manifested great reluctance to meet these demands and to fulfil his feudal obligations to the British Government. He was also believed to be secretly disaffected and to have corresponded with the enemies of the British Government, and he was therefore put under arrest in his own house in September 1781, by order of Warren Hastings, the Governor General, who had proceeded in person to Benares to confer with the Raja. A tumult ensued, in which the

* See Delhi Volume VIII.

military guard over the Raja were cut down and the Raja escaped Chait Singh collected his troops, and appealed for aid to some of the princes of Hindustan But his troops were defeated in several petty skirmishes, and the rebellion was crushed Raja Chait Singh was deprived of his estate, which was given in September 1781 (No XXVIII) to his nephew, Raja Mahip Narayan, lineal grandson of Raja Balwant Singh by a daughter, the offspring of his wife, Rani Gulab Kunwar, on payment of a yearly tribute of forty lakhs of Benares Sicca Rupees, subject to deductions as compensation for the loss of certain rights enjoyed by his predecessors (No XXIX) The civil and criminal administration of the city of Benares, together with the power of the mint were taken out of the new Raja's hands Raja Chait Singh took refuge with Sindhua, and died at Gwahor in 1810

In 1794 an Agreement (No XXX) was concluded with Raja Mahip Narayan for the purpose of introducing into the province of Benares the same system of judicial and revenue administration as had been established in 1793 in the provinces of Bengal, Behar, and Orissa the Raja agreeing to accept one lakh of rupees a year in commutation of his rights in the province, exclusive of the jagirs and *attamgha* grants constituting his Family Domains in these the Raja or his officers were to retain jurisdiction in revenue matters or charity ground, etc., subject to the Collector's advice and the orders of the Governor General in Council

Raja Mahip Narayan died in September 1794, and was succeeded by his son Udit Narayan Singh On the 30th September 1796 Udit Narayan Singh was granted a Sanad (No XXXI) In 1826 Mr W W Bird was appointed Special Commissioner to enquire into the grievances which were alleged to be rife in the Family Domains, especially in the pargana of Bhadohi In consequence of Mr Bird's report Bengal Regulation VII of 1828 was passed, and was amended subsequently by Act XIV of 1881

Raja Udit Narayan Singh died on the 4th April 1835, and was succeeded by his nephew and adopted son Ishwari Prasad Narayan Singh who was granted a Sanad (No XXXII), dated the 29th July 1835 For his loyal services in the mutiny, he received from the Government of India in 1859 as a personal distinction the title of "Maharaja Bahadur" In March 1862 the Maharaja received the assurance by a Sanad (No XXXIII) that, on failure of natural heirs, Government will permit and confirm any adoption of a successor made by himself or by any future Chief of his Estate that may be in accordance with Hindu law and the customs of his race On the 1st January

1877 he was created a Knight Grand Commander of the Star of India. Maharaja Ishwari Prasad died in June 1889, and was succeeded by his nephew and adopted son, Prabhu Narayan Singh. The title of "Maharaja Bahadur" was conferred upon Prabhu Narayan Singh in the same year, together with the privilege, which was enjoyed by his immediate predecessor, of being addressed by the title of "Highness", both being personal distinctions. He was also created a Knight Grand Commander of the Indian Empire on the 1st January 1898.

The relations of the Raja with the paramount power in respect of his Family Domains are defined by Bengal Regulation VII of 1828, and Act XIV of 1881 passed in amendment thereof. In the management of the Family Domains the Raja exercises the powers of a Collector of Land Revenue, and as such is subordinate to the Superintendent appointed by the Government to supervise the general administration of the Domains. The Commissioner of the Benares Division is ex-officio Superintendent, but his judicial functions are delegated to the Deputy Superintendent, a member of the Civil Service specially appointed for the purpose. The Courts of the Family Domains maintained by the Raja exercise jurisdiction in revenue matters and civil disputes relating to land, subject to appeal to the Superintendent and the Board of Revenue of the United Provinces. The criminal administration is in the hands of the Magistrates of Benares and Mirzapur. Under the orders of the Government of India, a revenue settlement of the lands constituting the Family Domains was made by a British officer, the operations lasting from 1831 to 1836. A second settlement of the three parganas was carried out between 1864 and 1888. The Family Domains have been specially exempted from the operation of Act XVIII of 1871 (Road Cess Act), but by Act III of 1904 the Raja is empowered to levy a local rate from the tenants of the Domains, and to apply it to local purposes. The Domains are also exempted from the operations of the Patwaris Act, but the Raja levies a patwari cess and maintains a staff of kanungos and patwaris.

The Family Domains consist of the parganas of Kaswar Raja or Gangapur in the Benares district, and Kera Mangraur (or Chakia) and Bhadohi in the district of Mirzapur. Their area is 983 square miles, with a population, according to the census of 1901, of 438,544. The rental is estimated at Rs. 10,30,109 out of which Rs. 3,12,577 are paid as revenue to the British Government.

The Raja of Benares receives a salute of 13 guns, which was finally approved in Her Majesty's Order in Council of the 26th June 1867.

1178, in consideration of the sum
19, Assel and Ezafa, as specified
above, and of all expenses of Sebundy It is necessary that you pay

the above sum to the Circar, according to the stated and established kists, year by year; and by the favour of God there shall never be any deviation from this Agreement.

PARTICULARS, *viz.*:—

Paid by Rajah Bulwunt Sing, as follows:—

Benares	12,00,607
Buddohy	1,30,000
Lucknesegur	16,000
Bejeypoor	2,00,000
Gazepoor	5,00,000
Shadeyabad	40,000
	<hr/>
	20,86,607
Deduct nankar, half of the jaghire of Buddohy and Altemgah, etc. .	88,158
	<hr/>
Net Revenue paid by Rajah Bulwunt Sing	19,98,449
Increase settled with Rajah Cheyt Sing	2,50,000
	<hr/>
Net Revenue to be paid by Rajah Cheyt Sing	22,48,449
	<hr/>

Dated the 27th of Rejub, in the year of Hegira 1184.

(A true translation.)

(Sd.) WILLIAM REDFEARN,
Persian Translator.

From the GOVERNOR to RAJAH CHEYT SING.

At this time, the Vizier of the Empire having given you an Agreement, under his hand and seal, which I have countersigned and also affixed my seal to, it is necessary that conformably thereto, and according to the Treaty concluded at Allahabad by Lord Clive and the Vizier respecting Rajah Bulwunt Sing, your deceased father, you, with the greatest cheerfulness, pay to the Vizier the rents thereby established; in which case the Company will always attend to your welfare, and afford you their care and protection, and in the Agreements aforementioned there shall never be any breach or deviation.

(A true translation.)

(Sd.) WILLIAM REDFERAN,
Persian Translator.

No. XXVII.

TRANSLATION of the SUNNUD granted to RAJAH CHEYT SING,
for the ZEMINDARY of GAZEETPORE, BENARES, etc.,—*15th*
April 1776.

Be it known to the mutsuddies in office, present and to come, canongoes, mukudums, ryots, cultivators, to all the inhabitants and people resident and belonging to Circar Benares, Gazeepore and Chunara, in the Soubah of Allahabad, that whereas, by virtue of a Treaty with the Nabob Ausuf ul Dowlah, concluded on the 20th of Rubby-ul-Ewul 1189 Hegira or 21st of May 1775, the government and sovereignty of the Circars above-mentioned has been ceded to the Honourable East India Company, from the 4th of Jemmadie ul Awul 1189 Hegira, or 4th July 1775, the said East India Compa

Rajah agreea
Benares, and the Mint of Benares, from the said date whatever gold and silver shall be coined in the Mint, the said Rajah shall coin conformably to his muchulka, he is not to be in the smallest particular remiss in the observation and execution of the several duties incumbent on him He is to behave with moderation and kindness to the ryots and people, to promote the xpelling
ing the
to pay a
2,66,180 Calcutta Siccas,
ceive orders to pay the
the sum of 23,40,249

Bena
two r
or the
shall not be wanted at Benares, he is to remit the annual amount of 22 66,180 Sicca Rupees punctually, agreeably to his kists, by monthly payments at Calcutta In consideration of which he shall be allowed a deduction of 2 per cent, amounting in all to Sicca Rupees 44,434 14-5, account hindowunny, which being deducted the net amount is 22,21,745-1 15 Sicca Rupees of Calcutta, which he is to pay at that place After the settlement of accounts at the end of the year, he shall in the customary manner receive credit for his payments, and he is by no means to collect the prohibited Abwab of the Durgab of H s Ma
ce You the
d Rajah as
id foujedarry
several acts
most strict

and positive commands, and obey them accordingly

Written on the 25th of Suffer, 17th Sun, or 15th April 1776.

Signed by the Gvvernor-General and Council

	At Chowra	Zemance	Ghesly	Seapre and Gungapora	Mirzapore	Cudawa	Dutta	Gazepore	Total
	St Rs	St Rs	St Rs	St Rs	St Rs	St Rs	St Rs	St Rs	Rs & p.
On Kerana, as dry Ginger, Pepper &c., per troy of 6 Mirzapore mds. . . .	0 8 0	0 7 3	0 7 3	1 13 9	1 15 9	0 4 9	0 5 6	1 1 3	9 0 6
On Cloth Silk, Gloves, Not mags &c. . . .	1 4 0	0 15 0	1 0 0	5 10 0	7 9 3	0 10 3	0 12 5	5 3 0	23 0 0
On Tin, Toothpaste, &c. . .	0 8 3	0 7 5	0 7 5	1 14 0	2 13 0	0 7 0	0 5 9	3 0 0	10 0 0
On Iron	0 4 3	0 3 3	0 3 9	0 16 0	0 15 3	0 2 0	0 2 0	1 14 5	4 8 0
On Copper	0 8 3	0 7 9	0 8 0	3 6 5	0 3 15	0 7 0	0 5 5	3 4 0	13 0 0
On Cloth, per bala containing 4 pieces	0 14 1	0 44 3	0 7 0	3 4 6	0 3 9	0 5 0	0 6 0	1 3 0	12 0 0
On Cutlery	2 5 6	0 4 0	0 6 0	1 8 0	0 2 4	0 5 9	0 4 9	3 15 0	8 8 0
On Chatta, &c., Coarse Cloth .	0 3 6	0 3 6	0 3 6	1 2 0	0 3 5	0 3 3	0 3 0	1 5 3	6 13 0
On Betel nut	0 6 0	0 6 0	0 6 0	1 9 0	1 10 0	0 3 9	0 5 3	3 2 0	7 0 0

At Benares 2 per cent on the purchase price as usual.

No. XXVIII.

POTTAH granted to RAJAH MAHIPNARAIN BEHAUDER, of BENARES, — 14th September 1781.

Whereas, the Circar of Benares and Chunar and the mehals of the Circar of Jawenpoor, both maul and sayer, and Havelly Mahomedabad, Benares, and the Daums of the Molboos-khana and the pergunnah Bheddohce and the talook of Sungramow dependent on the pergunnah of Chunda and Sukteesghur, and the pergunnah Cunteel, called Beejeypoor, and the Circar of Gauzeepoor, and the pergunnah of Secunderpoor, and Khereed and Shadikabad and Tuppee Serincha, with the maul and sayer and kutwalley of Jawenpoor, and the Mokeeme and Yettisaub, and Sangwozinee of Benares, both maul and sayer, with the dustoor dewanny, besides half of the jaghure of the pergunnah Bheddohce &c., and the maafce to the Rozeenadars, and other expenses of the Husubminhayee, conformable to your kabooleat, have been granted to you from the beginning of the month of Assin, 1189 Fussellee, answering to the 14th September 1781, at the agreement of forty lakhs of Sicca Rupees, struck in the town of Benares, as a fixed and perpetual sum, without alteration, for every year, and from that amount the sum of 6,66,666-10-10 (six lakhs sixty-six thousand, six hundred and sixty six Sicca Rupees, ten annas and ten gundas) for this year, which is 1189 Fussellee, on account of devastations, &c., in the two months of disturbances, having been remitted, the

remaining account of the Maulwajib maulguzarry of the Sicca being 33,33,333-5-10 (thirty-three lakhs, thirty-three thousand, three hundred and thirty-three Rupees, five annas and ten gundas) of Benares Sicca coin, of due standard and weight, agreeably to the separate kistbundy and kabooleat which you have written and delivered under your own seal ; you will, month by month, without excuse or delay, and without the expense of the Sebundy and other expenses conformable to the kists mentioned in them, pay duly as the khazana to the Circar, and in the next year the fixed and perpetual yearly amount, jumma of forty lakhs of Sicca Rupees, which you have agreed to, and the kistbundy of which also you have delivered under your own seal into the dufter of the Circar ; conformably thereto you will yearly discharge as the maulguzarry to the Circar. By the blessing of God, from this Agreement, in no instance, shall there ever be any deviation or failure.

The Bundobust of the year 1189 Fussellee.

	Rs.	a.	p.	Rs.	a.	p.
Conformably to the papers	49,06,002	12	0			
Increase to the advantage of the Circar	4,00,000	0	0			
				53,06,003	12	0
Deduct the jaghires, &c. :						
Jaghire of Benoram Pundit	25,000	0	0			
Ditto of Bundoo Khan	2,000	0	0			
Ditto of Jaghernaut Surbadar	1,200	0	0			
Restored to the Rozeenadars	33,295	0	0			
				61,496	0	0
				52,44,506	12	0
Deduct the expenses of Mehals, Amanee, &c. :						
The expenses of Mehals Amanee	41,119	6	10			
Maafee Maumoulee	1,02,598	8	10			
				1,43,717	15	0
				51,00,788	13	0
Deduct the Mehal of Keiraghur, of which the Maulguzarry is appropriated to the Circar of the Nabob Vizier-ul-Momalik Behauder				1,98,046	14	0
				49,02,741	15	0
Deduct my jaghire, &c., with those of my dependents :						
Half the Pergunnah of Bheddohee	1,58,341	0	0			
The Pergunnah of Mahaiche	60,000	0	0			
The Pergunnah of Siedpoor	54,000	0	0			
My salary, &c., and those of my dependents	6,30,400	15	0			
				9,02,741	15	0
				49,00,000	0	0
Deduct the devastations, &c., of two months' disturbances				6,66,666	10	10
Balance, Benares Sicca Rupees	33,33,333	5	10			

From the year 1190 Fussellee a fixed and perpetual sum

	Rs	4	p
Conformably to the former Bundobust	33	33	333
Increase taken from the deductions on account of the devastations, &c	6	66	666
Total, Benares Sicca	40	00	000

Dated the 1st of Assin, 1189 Fussellee, answering to the 14th September 1781

(A true copy)

(Sd) EDWARD COLEBROOKE,
Persian Translator

(A true copy)

(Sd) E HAY,
Sub-Secretary to the Honourable Board

KABOOLEAT of RAJAH MAHIPNARAIN BEHAUDER,—14th September 1781

I, Rajah Mahipnarain Behauder

Whereas, the zemindarry of the Circar of Benares and Chunar, and the mehals of the Circar of Jawenpoor, both maul and sayer, and Haveli Mahomedabad, Benares, and the daums of the Mulboos Khana, and the Pergunnah Bheddohee, and the Talook of Sunggramow dependent on the Pergunnah of Chanda and Suktusgur and Cunteel, called Beedjeypoor, and the Circar of Gazeepoor, and the Pergunnah of Secunderpore, and Kheerud and Shaaduabad, and Tuppee Serincha, with the maul and sayer and Kutwally of Jawenpoor, and the Mookemee and Yettisaub, and Sang wozinee of Benares, and the entire mehals, both maul and sayer, with the dustoor dewanny of the Soubah Illahabad, besides the Mehal of Keeraghur, of which the maulguzarry is appropriated to the Circar of the Nabob Vizier ul Momalik Ausuf ud-Dowlah Behauder, and the mehals of the jaghires held by Husubminhayee me from the Ilc of forty lakhs of agreed to it, of my own free and entire will, and of that amount the sum of 6,60,666 10-10 (six lakhs, sixty six thousand, six hundred and sixty-six Rupees, ten annas and ten gundas) having been remitted and deducted on account of the devastations, &c, in the two months' disturbances for this year 1189 Fussellee, I have acknowledged, without hesitation, the remaining sum of 33,33 333-5-10 (thirty-three lakhs, thirty three thousand, three hundred and thirty three Rupees, five annas and 10 gundas) of Benares Sicca standard, to be due from me, as the Maulwajib of the Circar for the

said year ; and having written and delivered under my seal, upon a separate paper, the kistbundy of it, I engage and deliver in writing to this effect, that I will, agreeably to the kistbundy, month by month, without excuse or delay, duly pay the Khazana Aumeera of the Circar in the town of Benares ; and at the end of the year I will take a receipt and discharge the whole. And the jumna of the next year, 1190 Fussellee, having been settled for the entire sum of forty lakhs of Benares Siccas, as the perpetual and fixed sum for every year, that I also do include in this kabooleat, and engage that I will without excuse or delay, agreeably to the kists of the same, discharge, month by month, the Khazana Aumeera of the Circar, and that I will, without fail, pay the money of the Rozeenadars, &c., conformably to the Husubminhayee, and take a receipt for it ; and that employing myself in the duties and affairs in my zemindarry, I will not neglect or be deficient in any one point of diligence and care, but I will behave with the greatest attention to the ryots, and to all people of every rank ; and I will exert my utmost abilities in the cultivation and population of the country, and the increase of the revenues, so that it may improve daily : and I will act with such vigour in expelling thieves, night robbers, murderers, and all evil-doers, that not one of them shall remain within my zemindarry, and that no crimes and offences shall be heard of. I have, therefore, delivered these few lines in the nature of kabooleat, that it may be made use of when necessary.

Dated the 1st of Assin, 1189 Fussellee, answering to the 14th September 1781.

(A true copy.)

(Sd.) EDWARD COLEBROOKE,
Persian Translator.

(A true copy.)

(Sd.) E. HAY,
Sub-Secretary to the Honourable Board.

AGREEMENT of RAJAH MAHIPNARAIN, BEHAUDER, for the payment of the arrears.

Having been ordered from the Presence to collect and pay the Circar whatever balances remain of Cheyt Sing's administration, to the end of the year 1188, I therefore represent, that whatever I can collect of the balances for the above year I will pay to the Circar.

(A true copy.)

(Sd.) EDWARD COLEBROOKE,
Persian Translator.

(A true copy.)

(Sd.) E. HAY,
Sub-Secretary to the Honourable Board.

REQUESTS of RAJAH MAHIPNARAIN, to which he is hopeful that the GOVERNOR-GENERAL'S signature may be affixed.

ARTICLE 1

Of the Mint and the Adaalet, &c, agreeably to the following list, whatever part shall be divided from my bundobust, I hope that the receipts of that may be deducted in the maulguzarry 1, The Mint 2, The Adaalet, 3, The Foujedarry 4 The Kutwally of Benares 5, The Nekhal, 6, The Brokerage from strangers 7 The Farlashe, 8, The Rumar Khana, 9, The Dustoor upon rings

ANSWER TO ARTICLE 1

Of the Mint and Adaalet, &c, agreeably to the above list, whatever may be the average receipts for the five last years shall be deducted in the maulguzarry, but for the tax upon strangers, which out of regard to the welfare of the people and the population of the country, I have annulled, you shall have no deduction

ARTICLE 2

Whatever may be granted from the Presence to the zemindars, &c., for their support, I am hopeful may be deducted in the maulguzarry.

ANSWER TO ARTICLE 2

The former zemindars and possessors, who received allowances and support, and who were in possession to the end of last year, and who are not included in the paper delivered to the Presence, shall be continued. Besides these, whatever further allowance for support may be made from the Presence to any zemindar, &c, shall be deducted in the maulguzarry.

ARTICLE 3

Whatever may be the expenses on account of commission of English gentlemen, &c, I am unable to supply them on this point I request your orders

ANSWER TO ARTICLE 3

Whatever article may be commissiooned, you shall receive the price of it, besides, on the Company's account, there shall be no commission.

ARTICLE 4

The way that the bundobust of affairs has been settled is well known to the Presence. In providing the Maulvajib of the Circar, wherever I may see the means of making an increase of profit, I will make the bundobust accordingly. I am hopeful that no one may receive indulgence from the Presence.

ANSWER TO ARTICLE 4.

Wherever you may see the means of making an increase of profit, you will make the bundobust accordingly. No one shall receive indulgence from the Presence.

ARTICLE 5.

I am hopeful that the troops which shall be appointed from the Presence for the protection of the Circar of Benares, etc., may be stationed agreeably to my request.

ANSWER TO ARTICLE 5.

Wherever troops may be necessary, they shall be stationed.

ARTICLE 6.

Respecting the balances to the end of the year 1188, during Cheyt Sing's administration, I have been ordered from the Presence to collect and pay them to the Circar, I therefore represent that whatever of the balances for the above year I can collect, I will pay to the Circar.

ANSWER TO ARTICLE 6.

Agreed.

(A true copy.)

(Sd.) E. HAY,

Sub-Secretary to the Honourable Board.

No. XXIX.

SANAD granted to RAJA MAHIP NARAIN BAHADUR for the ZAMINDARI of BENARES, GHAZIPUR, CHUNAR, etc.—1787.

Be it known to the Mutsaddis in office, present and to come, kanungos, mukaddams and people, resident in and belonging to Sircar Benares, Ghazipur and Chunar, in the Subba of Allahabad, that the Governor General and Council of the Provinces of Bengal, Behar and Orissa, acting on the part of the Honourable East India Company of England, have in virtue

of the powers vested in them, and of the right obtained to them by a treaty concluded with the Nawab Asaf-ud-dowla on the 20th Rabi-ul awal, 1189 Hijri, or 21st May 1775, in which the sovereignty of the Sircars, above mentioned, was ceded to them, from the 4th Jamadi-ul-awal, in 1189 Hijri, or 4th July 1775, appointed Raja Mahip Narain to the zamindari of the said Sircar and to the Amiri and Faujdari of the towns and places of the same, agreeable to the Zimmun, except the adalat and Faujdari of the Town of Benares, the powers of the said Raja in that town extending only to the collection of its revenues and to the appointment of officers acting under his authority for that purpose. The said Raja is appointed also to the Kotwali of Jaunpur.

He is not to be in the smallest instance remiss in the observation and execution of the several duties incumbent on him, he is to behave with kindness and moderation to the ryots and people of the Zamindari, he is to promote the cultivation and produce of the lands, and the increase of their inhabitants, he is in all places under his authority to expel thieves, nightly-assaulters, murderers, and all evil doers and so effectually punish the disturbers of the peace that none shall remain. Thus shall the honour and credit of the East India Company be strengthened, and with them his own. He is in no place to erect forts nor any sort of defences whatsoever within the limits of the Zamindari, nor is he to entertain in his employ any troops either horse or foot, for any purpose whatsoever without the order or permission of the Governor General and Council or their successors.

The power of levying forces and erecting and maintaining fortresses are always considered as and will not be exercised
troops shall be required
tain good order and tranquillity in the country such troops shall be the troops of the Company, furnished by the orders of their representatives.

o the said Raja Mahip
him in perpetuity, while
, he is also to pay yearly

at Benares unto the said East India Company or any person appointed by its representatives to secure the same, the fixed sum of forty lakhs of Benares Sicca Rupees of full weight and standard, and the said sum of forty lakhs of Benares Sicca Rupees is to be paid as aforesaid in the monthly list hereinafter mentioned but as the rebellious conduct of the late zamindar of this country may in its consequences have been productive of devastations, the Governor General and Council have been pleased to deduct on this account from the revenue of the present year, 1189 Faeli, the sum of six lakhs sixty six thousand six hundred and sixty-six Benares Sicca Rupees ten annas and ten gundas such deduction leaving the amount payable to the Company for the present year thirty-three lakhs thirty three thousand three hundred and thirty-three Benares Sicca Rupees five annas

and ten gundas, which is to be paid in the following months and according to the proportions fixed opposite to each of them :—

In Aswin	10,000	0	0
„ Katik	15,000	0	0
„ Aghan	2,78,000	0	0
„ Pus	2,78,000	0	0
„ Magh	2,78,000	0	0
„ Phagun	2,78,000	0	0
„ Chait	2,78,000	0	0
„ Baisakh	2,78,000	0	0
„ Jeth	2,78,000	0	0
„ Asarh	2,78,000	0	0
„ Sawan	2,78,000	0	0
„ Bhadon, which is the end of the year	8,06,333	5	10
Total for the year 1189, Benares Sicca	33,33,333	5	10

The said Raja Mahip Narain is also to pay the Sircar whatever balance he shall be able to collect of the late Raja's administration for the year 1188, with respect to the year 1190 Fasli, and to all future years his revenue is to be paid in the following monthly instalments :—

In Aswin	2,90,000	0	0
„ Katik	2,90,000	0	0
„ Aghan	2,90,000	0	0
„ Pus	2,90,000	0	0
„ Magh	2,90,000	0	0
„ Phagun	2,90,000	0	0
„ Chait	2,90,000	0	0
„ Baisakh	2,90,000	0	0
„ Jeth	2,90,000	0	0
„ Asarh	2,90,000	0	0
„ Sawan	2,90,000	0	0
„ Bhadon, which is the end of the year	8,10,000	0	0
Total for the year 1190, and all future years	40,00,000	0	0
and this amount as well as the sum of Sicca Rupees	33,33,333	5	10

for the year 1189 is to be duly and regularly discharged without any deduction whatsoever, excepting the sum allowed to him as an annual compensation for the loss of the profits derived by the former Raja from the Mint at Benares, the business of that office being to be placed in other hands, and the sum allowed as an annual compensation for the loss of the profits which he would have received had the management of the business of the Adalats, Kotwali, and the collection of the duties called Nikas and Kimar Conna in the said town been left to him as it was to Chet Singh.

These sums are to be deducted from the annual amount of his malguzari, and shall be conformable to the average receipt of the late Raja on their account for the last five years, certain jagirs having been granted by Government to persons whose names are recited in the Raja's listbundi of this date, and certain charity allowances given to the roznadars, etc., as recited in the same, the Raja is to be careful that the order of the Government be punctually and strictly attended to. He is to be heedful also by no means to collect the prohibited Abwab of the Durga of His Majesty.

The engagements stipulated in this Sanad having been duly fulfilled, the Raja shall in the customary manner receive credit for his payments, and in addition to the receipts given monthly for his monthly malguzari by the person authorized to receive it on account of the Company farigh-khat or general discharge shall be given him at the end of each year, when due, by the Governor General in Council.

This Sanad being granted is to remain in full force. You, the Mut-saddis and persons above mentioned, are to regard Raja Mahip Narain as truly and lawfully possessed of the zemandari, aumini and faujdari of the above Sircar in the manner and to the extent recited in it and to acknowledge appertaining thereunto. Know that neral in the name, and with the powers cil, who are the Company's representatives, have here issued the most strict and positive commands, and obey them accordingly.

Written on the 14th September 1781, answering to the 1st Asewin, 1189 Fashi.

(Sd) WARREN HASTINGS

(Sd) E HAY,

*Sub-Secretary to the Honorable Governor
General in Council*

The Zimmun

The office of the zamindari of Sircar Benares, Ghazipur and Chunar, the kotwah of Jaunpur, the duties and the aumini and faujdari within the limits of the said zamindari in the Subah of Allahabad, excepting the adalat and faujdari of the town of Benares have been conferred upon the great Chief, Raja Mahip Narain Singb, Bahadur.

Sircar Benares.

Sircar Chunar

Sircar Ghazipore.

The mahals of Sircar Jaunpur, comprehending both mal and sayer.

Haveli Mohemedabad, Benares.

The mahals of the Mulbus Khas.

The pargana Bhadohi.

The taluka Sungra Mow dependent on the pargana of Chandah.
Saktisghur.

Cantit, otherwise called Bijepore.

Secunderpore.

Kherid.

Shadiabad.

Tuppe Serencha.

The Mokkem of Benares.

The Yettismab of officer—Muttussui of Benares.

The Sungwazini or:—weighing of Benares and the other mahals.

(Sd.) WARREN HASTINGS.

No. XXX.

TRANSLATION of an AGREEMENT with RAJAH MAHIPNARAIN
for the ZEMINDARI of BENARES,—*27th October 1794.*

The Governor General in Council being at this time desirous to introduce, with the consent of Rajah Mahipnarain, the Zemindar, into the Zilla of Benares, for the advantage thereof, the same system and rules for the administration of justice and for the concerns of the revenue as was in 1793 established within the Provinces of Bengal, Behar, and Orissa during the Government of Marquis Cornwallis, and the said Rajah having, after consideration of the said circumstances, agreed to and approved thereof, so as that from the beginning of 1202 *Fussilee*, the administration of justice, which hath hitherto remained in the hands of natives, shall be conducted by English gentlemen, and that there shall also be separately appointed a Collector (being in like manner a British subject) for the realization of the revenue, whilst the duties of the Court of Appeals are to be conducted under similar regulations as are provided to that effect in Bengal, and for as much as the support of all these establishments will occasion to the Hon'ble Company's Government an increase of expense at the same time that under the operation of the permanent settlement concluded in 1197 the resources from the district bear also, under the favour of the Almighty, a prospect of increase; therefore with a view to provide for the said charges, which are solely to be incurred for the prosperity and advantage of the four Sircars

composing the Zillah of Benares, the following articles have, with the privy of the Governor General in Council, been settled and concluded on between the said Rajah and Mr Duncan, to be observed and followed in time to come, from the introduction of the new establishments —

Article the 1st—Out of the surplus revenue, over and above the 40 lakhs of rupees, which including the articles of deduction were stipulated to be payable by Rajah Mahipnaram, according to the estimary pottah which he received from the Hon ble Warren Hastings, Esquire in the year 1781, one lakh of rupees per annum is, without fail, to be received from the Moolky Treasury by Rajah Mahipnaram, exclusive of the jaghirs and altumghas that are now in his possession, and the remaining surplus is to be annually expended in this district, and applied under the authority of the Company's Government, towards the charges of the civil and judicial establishments in the support of the new and old Courts, and for the maintenance of the pautsalla or Hindoo college, and for repairing the roads and constructing bridges, and promoting the cultivation, &c

2nd—The revenue settlement made of the lands within the Raje of Benares, &c, having taken place with the privy and approbation of Rajah Mahipnaram Sing, Bahader, the pottahs, receipts, and fangh khutties, or acquittances thereof are passed under the seal and signature of the said Rajah to the aumils, zemindars and farmers, and the dufter or office, and khazanchi or treasurer of the said office and treasurer are to remain ;

3rd—In case of complaints relative to revenue causes or charity (i.e., the English Government) altumgha, &c, the personal or enquiry thereunto shall be

made in like manner as such cases were amicably conducted between Mr Duncan and the Rajah, that is, that since the gentleman holding the station of Collector will have more concern and connection with such matters than the other gentlemen the rule shall be that with the privy and ascertainment of the said Collector (who is to have regard to the honour and dignity of the said Rajah), such causes are to be settled through the channel of the said Rajah, or of the officers of the said Rajah's catcherry, it being at the same time understood and provided that as it is a duty incumbent on the Hon ble Company's Government to distribute and ensure the attainment of justice to all the inhabitants of Benares, should it so happen that after referring such complaints to the Rajah, or to his officers in the catcherry, the contentment of the parties complaining and aggrieved shall not be obtained, the Rajah shall, relative to the adjustment of such causes, listen to, and approve of, the suggestions and advice of the Collector, in like manner as hath been practised in the time of Mr Duncan, and it is also incumbent on the said Collector, in all proper and just cases, to show the utmost attention possible to the Rajah's accommodation, and to hold in view the maintenance of his honour and dignity, such being entirely consistent with the wishes of Government, and if (which God forbid) any such subject

should arise as cannot be settled between the said Collector and the Rajah aforesaid, the decision on such cause shall depend on the Governor-General in Council.

Wherefore this ekrarnama hath, with the privity and approbation of the Governor-General in Council, been written and concluded between Rajah Mahipnarain Sing, Bahader, the Zemindar of the Zillah of Benares, &c., and Mr. Duncan, who is at present in the station of Resident at Benares, on the part of the Government of the English East India Company.

Dated the 27th October 1794.

(A true translation.)

(Sd.) JONATHAN DUNCAN,
Resident.

No. XXXI.

SANAD granted to RAJA UDIT NARAIN SINGH BAHADUR,—1796.

Be it known to the Mutsaddis in office, present and to come, Zamindars, Chaudhris, Kanungos, Mukaddams, cultivators and residents of Sircars Benares, Chunar, Jaunpur and Ghazipur, &c., in the Suba of Allahabad.

Whereas the Zamindari of the Sircars of Benares, &c., had after the expulsion of Raja Chet Singh, been assigned by the Company's Government to Raja Mahip Narain Singh Bahadur who from that date appears to have acted to the satisfaction of the Company and strictly in accordance with the terms laid down in the agreement dated 27th October 1794, corresponding with 2nd Rabi-ul-sani 1202 Fasli which had been entered into between him and the Hon'ble Jonathan Duncan, the Chief Officer at Benares, with the knowledge and sanction of His Excellency the Governor-General and in the management of his zamindari. He having lately died, therefore in consideration of the just rights of his son Raja Udit Narain Singh Bahadur the zamindari of the above together with the jagir mahals and altumgha, &c., belonging to him have with the same privileges and rights as enjoyed by his father Raja Mahip Narain Singh, deceased, been allotted and assigned to him from the Kharif, 1203 F. S., by the Company's Government, you the mutsaddis, &c., should therefore consider the said Raja as permanent zamindar of the Sircars, &c., alluded to and shall obey such of his orders as may be favourable to the interests of Government and at the same time advantageous to the ryots, and you shall not require from him a new Sanad every year and the Raja will be bound to comply with the stipulation specified in the above agreement and to exert himself in

accordance with those terms in the management of his zamindari so that we shall hear good accounts of his management Be careful to carry the above orders into execution

Written on the 30th September 1796 or 17th Assin 1203 F.

NO XXXII.

SANAD granted to RAJA ISHRI PRASAD NARAIN SINGH BAHADUR,—1835

Be it known to the Mutsaddies in office, present and to come, Choudhries, Kanungos, Mohaddams, cultivators, ryots and residents of Sircars Benares Chunar, Jaunpur and Ghazipur &c in the Suba of Allahabad

Whereas the zamindari of the Sircars of Benares &c had after the expulsion of Raja Chet Singh been assigned by the Company's Government to Raja Mahip Narain Singh Bahadur who from that date would appear to have acted strictly in accordance with the terms laid down in the agreement dated 27th October 1794 corresponding with 2nd Rabi-us-sani, 1202 Fush, which had been entered into between him and the Hon ble Jonathan Duncan, Chief Officer at Benares, under sanction of His Excellency the Governor General and given satisfaction in the management of his zamindari

After his death Raja Udit Narain Singh Bahadur, his son, was confirmed in the zamindari under a Sanad dated 30th September 1796 on the same terms as were entered into by his father who also gave satisfaction and gained the favour of Government He having lately died, therefore, in consideration of, Raja Ishri Prasad Narain Singh Bahadur, together with the jagir, — — — have been with the same privileges and rights as enjoyed by his father, Raja Udit Narain Singh, deceased, granted unto him from Kharif, 1242 Fash, by the Company's Government

You, the mutsaddies, &c, should therefore consider the said Raja as we mentioned and shall obey the interests of Government and you should not require a will be bound to comply with the stipulations specified in the above agreement and to exert himself in accordance with those terms in the management of his zamindari, so that we shall hear good accounts of his management Be careful to carry the above orders into execution

Written on the 29th July 1835, corresponding with 2nd Rabi-us-sani 1235 Hijri or 19th Sawan, 1242 Fash.

No. XXXIII.

ADOPTION SUNNUD granted to HIS HIGHNESS MAHA RAJAH
ISHEREERSAUD NARAIN SING BAHADOOR, BENARES,—
11th March 1862.

Her Majesty being desirous that the governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, in fulfilment of this desire this Sunnud is given to you to repeat to you the assurance, which has been already communicated to you on the 24th April last, that, on failure of natural heirs, the British Government will permit and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race.

Be assured that nothing shall disturb the Engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

(Sd.) CANNING.

Dated 11th March 1862.

PART II.

TREATIES, ENGAGEMENTS, AND SANADS

RELATING TO

ODDH.

The founder of the Oudh family was Saadat Khan, who was appointed Subadar of Oudh in the reign of Muhammad Shah. He was succeeded by his son-in-law, Safdar Jang, who died in 1753, and was succeeded by his son, Shuja-ud Daula, who was created Wazir by the Emperor Shah Alam.

After his defeat at Baxar in 1764 (see Delhi, Vol VIII) the Wazir, having retreated to his own dominions, obtained the assistance of a body of Marathas. They were, however, defeated in a skirmish at Kora, and the Wazir, reduced to extremities, threw himself on the generosity of the British Government. The arrangements which had been made with the Emperor in 1764, by which he ceded Ghazipur and Benares to the Company, being himself put in possession of all the rest of the Wazir's dominions, were disapproved by the Court of Directors. It was considered expedient to preserve the dominions of the Wazir as a barrier against the Marathas, and therefore, by the Treaty of 1765 (No XXXIV), the Wazir was restored to all his territories, except Allahabad and Kora, which were given to the Emperor for the support of his dignity and expenses.

Some uneasiness was still felt as to the designs of the Wazir, who had the Emperor completely in his power, and who was ambitious of recovering Kora and Allahabad. It was therefore thought necessary to enter into a new Engagement (No XXXV) in 1768 for the restriction of the Wazir's army to 35,000 men,* none of them to be equipped or drilled like English troops.

At this time the position of the Marathas was most threatening. The Emperor had put himself in their hands and had been placed by them on the throne of Delhi, but he had no real power, and his name was used as a

*Cavalry	10000
Infantry	10000
Najabs	5000
Artillery	500
Irregulars	9500

cloak for the justification of the Maratha usurpations. On leaving Allahabad in 1771 the Emperor put the Wazir in possession of the fort. But when the Marathas extorted from him the cession of Kora and Allahabad, it was deemed necessary for protection against the Marathas, that both the fort of Chunar and the fort of Allahabad should be held by English troops, and Agreements (Nos. XXXVI and XXXVII) to this effect were executed on the 20th March 1772. The grant of Kora and Allahabad to the Marathas was considered to be contrary to the meaning of the Treaty of 1765, by which these districts were given to the Emperor for the support of his dignity, and as the Emperor had abandoned possession of them, they were sold in 1773 (No. XXXVIII) to the Wazir for fifty lakhs of rupees, and at the same time the Wazir agreed to pay Sicca Rupees 2,10,000 a month for each brigade of English troops that might march to his assistance.

In 1775 the Wazir Shuja-ud-Daula died, and was succeeded by his son Asaf-ud-Daula. On his accession a new Treaty (No. XXXIX) was concluded confirming him in the possession of Kora and Allahabad; raising the payment for British troops to Rs. 2,60,000 a month for each brigade that crossed his border; and ceding to the British Government in full sovereignty all the districts dependent on Raja Chait Singh of Benares, including Benares, Jaunpur, and Ghazipur (see Benares). In his pecuniary obligations to the British Government the new Nawab soon fell deeply into arrears. Pressed by his pecuniary embarrassments, the Nawab endeavoured to deprive the mother of Shuja-ud-Daula and his own mother, the Bahu Begam, of the property which had been left them. In 1775 the Bahu Begam complained that Rs. 26,00,000 had been extorted from her. An Agreement (No. XL), however, was made between her and her son, Asaf-ud-Daula, which was guaranteed by the English Government, maintaining her in the full enjoyment of her jagirs and property.

In 1781, at a personal interview with Warren Hastings at Chunar, a new Treaty (No. XLI) was negotiated to give relief to the Nawab by the withdrawal of all the English troops, except a single brigade and one additional regiment, and authorising the Nawab to resume jagirs, but requiring him to grant equivalent pensions to jagirdars whose estates were guaranteed by the British Government. The Nawab took advantage of this concession to resume the jagirs of the Begams, which were subsequently in part restored, and to deprive them of their treasures on the alleged ground of their being implicated in Chait Singh's rebellion (see Benares). Warren Hastings'

share in these transactions formed one of the charges against him on his impeachment

The weakness of the Nawab's government prevented the withdrawal of the English troops as provided for by the Treaty of 1781. When Lord Cornwallis assumed the government in 1786 the Nawab pressed for some mitigation of his burdens. It was not deemed safe to reduce the British troops, but an arrangement (No XLII) was made in 1787, by which the Nawab's payment was fixed at Rs 50,00,000 a year in lieu of all claims, and a large portion of the balance due to the British Government was remitted.

In the following year a commercial Treaty (No XLIII) was concluded with the Wazir, providing for the levy at fixed places of an *ad valorem* duty on goods, and prohibiting the levy of transit duties by landholders and others.

The pecuniary difficulties in which the Wazir continued to be involved arose chiefly from his incapacity and misgovernment. In 1797 Sir John Shore paid a visit to Lucknow, to induce the Wazir to reform his administration, and to pay part of the increased military establishment which it had been found necessary to keep up. An Agreement (No XLIV) was at this time made, by which the Wazir undertook to pay for one additional regiment of European and one of Native cavalry, provided the annual cost should not exceed five and a half lakhs of rupees.

In 1797 Asaf ud Daula died, and his reputed son, Mirza Ali, was acknowledged as his successor. His paternity having been afterwards proved to be spurious, he was deposed, and Saadat Ali the eldest surviving son of Shuja ud Daula, and the brother of Asaf ud Daula, was proclaimed in his stead. On the accession of Saadat Ali in 1798 a Treaty (No XLV) was concluded, by which, among other arrangements, the Wazir's payment to the British Government was raised to seventy six lakhs a year, and the minimum British force to be maintained in the country was fixed at 10,000 men. At the same time the Wazir made an Agreement (No XLVI) with the Bahu Begam, granting her certain jagirs in Gonda and Iyzabad under the guarantee of the British Government.

The Wazir's army was an armed rabble, ill disciplined, and would have been rather a source of danger than a help had the invasion of Zaman Shah from Afghanistan, with the anticipations of which the people of India were

amount for the holders from the residue of the Begam's property. To this class belonged the pensions of Mirza Ali, Salar Jang and his three sons, and the several members of the Khas Mahal. The pensions of Mirza Ali, Salar Jang and his three sons were subsequently provided for in the arrangements made with the Wazir for the payment of the first Oudh loan. Of the Khas Mahal pensions, three, namely, those of Lutf-un-Nisa, Mirza Muhammad Taki Khan, and Mirza Nasir, and their children, aggregating Rs. 6,000 a month, were secured by the guarantee of the British Government. These are now known as the Zamanat Wasikas or security pensions.

In 1811, when Lord Moira proceeded to the upper provinces to be near the scene of action in the Nepal war, he was visited at Cawnpur by the Nawab, who offered him a crore of rupees as a free gift. The gift was declined, but a loan of Rs. 1,08,50,000 at 6 per cent. per annum was accepted, the interest, namely, Rs. 6,51,000 being devoted from the 14th November 1811 to defray certain stipends (No. LII) guaranteed by the British Government. The principal of lapsed stipends was repayable to the Oudh Government, and up to 1835 there had been repaid at various times Rs. 72,42,765, leaving outstanding at 6 per cent. Rs. 36,07,235.

In the month of March 1815, in consequence of the vast expenditure during the Nepal war, Government applied to the Nawab for a second loan of one crore of rupees at 6 per cent. On the conclusion of the war, this second loan was extinguished in 1816 by the cession (No. LIII) to the Nawab, of the district of Khairigarh and the Tarai lands conquered from the Gurkhas, between the Gogra on the west and the district of Gorakhpur. By the same treaty a part of the district of Gorakhpur was ceded by the British Government in exchange for the tract of country intervening between the British districts of Jaunpur, Mirzapur, and Allahabad.

In 1825 the Wazir, who, in 1819, had been raised by the British Government to the dignity of King, proposed that the British Government should cede to him a portion of its territories in exchange for a sum of money. There were, however, insuperable objections to the alienation of any portion of British territory. But as the Government were suffering from the financial difficulties caused by the protracted hostilities in Burma, and as the King's treasury was full, a proposal was made to take a loan of a crore of rupees at 5 per cent. interest from His Majesty. The interest of this loan was by a Treaty (No. LIV), dated the 17th August 1825,

devoted in perpetuity to the payment of certain stipends, and the British Government agreed to be the protector of the honour and prosperity of the stipendiaries

In the following year a fourth loan of half a crore of rupees was taken at 5 per cent interest, repayable after two years. Before his death, in 1827, the King, Ghazi ud-Din Haider, requested that this loan might be made perpetual, and that the interest should be devoted to meet certain pensions, the stipendiaries being guaranteed the protection of the British Government. But the previous guarantees which Government had given had produced so much embarrassment that the request of the King was declined.

Ghazi-ud-Din Haider was succeeded by his son, Nasir ud-Din Haider. Being anxious to make a permanent provision for certain ladies of his household, Nasir-ud-Din Haider proposed to grant another loan, at 5 per cent interest, consisting of the half crore lent in the previous year, with an additional sum of Rs 12,40,000. This loan was accepted in 1829 (No LV), but was made redeemable at any time after the death of the original stipendiaries. No guarantee was given of protection to the stipendiaries, but a promise was made that they would always be treated with special favour and kindness. Rs 38,40,000 of this loan were repaid in 1853 to the heirs of some of the original grantees, Rs 2,40,000 being paid in cash, and Rs 36,00,000 by transfer to the Government 4 per cent loan.

In 1833, at the request of the King, Government accepted another loan of Rs 3,00,000 at 4 per cent, and agreed (No LVI) to pay the interest in monthly charitable payments to the poor in the city of Lucknow.

Nasir-ud-Din Haider died in 1837, and was succeeded by his uncle, Muhammad Ali Shah. On his accession a Treaty (No LVII) was concluded with him by the Governor-General in Council. The assent of the King was most reluctantly given to this treaty. The Home Government therefore disallowed it, and directed the restoration of the relations with Oudh to the footing on which they had previously stood. The King was thereupon informed of the determination of Government to relieve him from all that was onerous in the conditions respecting the subsidiary force stipulated under the treaty, and to defray from the British treasury the expense of that portion of the force which had been already organized, and the formal abrogation of the treaty was not intimated to him.

Muhammad Ali Shah, being anxious to provide pensions in perpetuity for certain members of his family, offered in 1838 a loan of Rs. 17,00,000 at 4 per cent., and requested that the pensioners to whom the interest was to be paid should be guaranteed against oppression by future Rulers of Oudh. The loan was accepted (No. LVIII), but, as in the Agreement of 1829 with Nasir-ud-Din Haider, no guarantee was given, the pensioners being promised only the special favour and kindness of the British Government.

In 1839 Muhammad Ali Shah subscribed 12 lakhs of rupees to the 4 per cent. loan, the interest of which he allotted by a Deed of Trust (No. LIX) for the expenses of the Husainabad Imambara. To this the King added other sums, aggregating Rs. 24,17,500, and after his death a sum of Rs. 2,33,000 was also invested by the Trustees out of the unexpended surplus of the interest.

In 1840 the King allotted by another Deed of Trust (No. LX) a sum of Rs. 3,40,800, of which Rs. 2,87,000 were to bear interest at 5 per cent., and Rs. 53,800 at 4 per cent. for the endowment of a hospital at Lucknow.

Various other sums have been at different times invested by the King of Oudh in Government funds, but these investments are guaranteed by no special engagements and in no way differ from ordinary contributions to Government loans, except that in some cases the promissory notes were deposited in the Government treasury at Lucknow, and the interest was paid monthly instead of quarterly. Thus in February 1842 a sum of Rs. 1,40,000 was contributed, on twelve lakhs of which the interest was made payable monthly. In July 1842 twenty lakhs were subscribed, on eight lakhs of which the interest was made payable monthly; and in September 1842 twelve lakhs more were subscribed on the same terms.

In May 1842 Muhammad Ali Shah died, and was succeeded by his son, Amjad Ali Shah, who was succeeded on the 13th February 1847 by Wajid Ali Shah.

The condition of the internal administration of Oudh had attracted attention from the earliest times of the connection of the British Government with that State, and it was one of the provisions of the Treaty of 1801 (No. XLVII) that the Nawab should introduce, under the advice of the British Government, such a system of administration as should be conducive

to the prosperity of his subjects, and be calculated to secure the lives and property of the inhabitants. Notwithstanding the repeated warning and advice of successive Residents the administration was not improved, and in 1831 Lord William Bentinck found it necessary to warn the King that, in the event of improvement and reformation not being effected by His Majesty's officers, the settlement of the country would need to be made by British officers. This warning was neglected the misgovernment of the country continued, and in November 1847, a few months after the accession of Wajid Ali Shah, Lord Hardinge proceeded to Lucknow and again warned the King that, if within two years the administration should not be reformed, the British Government would be forced to interfere by assuming the government of Oudh. No improvement took place within the two years of probation, but a natural reluctance to proceed to extreme measures prevented Government from at once acting up to the threat held out by Lord Hardinge, and the outbreak of the second war in Burma diverted the attention of the Government for a time from Oudh.

In 1854 the state of Oudh showed none of that amendment which Government had declared to be indispensable and the Resident was required to report whether the duty imposed on the British Government by the Treaty of 1801 would any longer admit of Government honestly indulging the reluctance which it had felt to have recourse to extreme measures. The Resident's enquiries showed the state of Oudh to be most deplorable, and that the improvement which Lord Hardinge peremptorily demanded seven years before, had not in any degree been effected. The British Government therefore finally resolved to assume the administration of Oudh in one form or another. A treaty* was proposed to the King, which provided that the sole

* The treaty was concluded in the year 1854 between the Honourable East India Company and His Excellency the Nawab Wazir Saadat Ali Khan Bahadur and whereas the 6th Article of the said Treaty requires that the Ruler of Oudh always advise with and

civil and military government of Oudh should be vested in the British Government for ever; that the title of King of Oudh should be continued to His Majesty and the lawful male heirs of his body; that the King should be treated with all due attention, respect, and honour, and should have exclusive jurisdiction within the palace at Lucknow and the Dil Kusha and Bibiapur parks, except as to the infliction of capital punishment; that the King Wajid Ali Shah should receive twelve lakhs a year for the support of his dignity and honour; that the Company should maintain for His Majesty a body of palace guards at a cost not exceeding three lakhs of Company's Rupees per annum; that each of his successors should receive twelve lakhs a year; and that his collateral relations should be maintained separately by the British Government.

long toleration of such infraction of the Treaty on the part of the Rulers of Oudh has exposed the British Government to the reproach of having failed to fulfil the obligations it assumed towards the people of that country; and whereas it has now become the imperative duty of the British Government to take effectual measures for securing permanently to the people of Oudh such a system of just and beneficent administration as the Treaty of 1801 was intended, but has failed, to provide; the following Treaty consisting of seven Articles, is concluded, on the one part by the Most Noble the Marquis of Dalhousie, K.T., Governor-General in Council, appointed by the Honourable Company to direct and control all their affairs in the East Indies, through Major-General Outram, C.B., Resident at Lucknow, under full powers vested in him by the said Governor-General; and on the other part by His Majesty, Abdul Mansur, Nasir-ud-Din, Sikandar Jah, Muhammad Wajid Ali Shah, King of Oudh, for himself and his heirs, through

ARTICLE I.

It is hereby stipulated and agreed that the sole and exclusive administration of the Civil and Military Government of the Territories of Oudh shall be henceforth vested for ever in the Honourable East India Company, together with the full and exclusive right to the revenues thereof, the said Company hereby engaging to make ample provision for the maintenance of the Royal dignity, as hereinafter mentioned, and for the due improvement of the said territories.

ARTICLE II.

It is stipulated and agreed that the Sovereign title of King of Oudh shall be retained by His Majesty, and that it shall descend in continual succession to the heirs male of his body, born in lawful wedlock.

ARTICLE III.

It is stipulated and agreed that His Majesty the King and his successors shall be treated upon all occasions with the attention, respect, and honour which are due to a Sovereign Prince.

ARTICLE IV.

It is further stipulated and agreed that, notwithstanding the provisions of the first Article of the present Treaty, His Majesty the King of Oudh and his successors shall retain full and exclusive jurisdiction within the precincts of the Palace at Lucknow, as well as within the Dil Kusha and Bibiapur parks, provided always that the punishment of death shall not be inflicted by the order of the King, or within the limits of the palace and garden parks aforesaid, unless with the previous consent of the Governor-General in Council.

The King was allowed three days to consider and sign the treaty. He refused to sign it, and therefore, in February 1856, the British Government assumed to itself the government of Oudh exclusively and for ever. A provision of twelve lakhs a year was offered to the King which he accepted in October 1859. Separate provision was sanctioned for his collateral relatives. Wajid Ali Shah was allowed to retain the title of King of Oudh, but on his death the title was to cease absolutely and the pecuniary allowance was not to be continued on the same scale. A residence for the King was purchased by Government at Garden Reach in the suburbs of Calcutta, but he was informed that the exercise of an independent jurisdiction within the precincts of his estate or the immunity of any of his officers or attendants from the ordinary operation of the law, could not be sanctioned. Provision, however, was made by Act XIV of 1860 for the execution of civil and criminal process within the premises occupied by the King through the officer appointed to be Agent with him on the part of the British Government. Another enactment, Act VIII of 1862, was passed to exempt the King from the jurisdiction of the criminal courts, except for capital offences, to provide for the trial, if neces-

ARTICLE V

Company shall further maintain for His Majesty a body of palace guards at a cost not exceeding three lakhs of Company's Rupees per annum.

To each of His Majesty's successors it is agreed that the said Company shall pay twelve lakhs of Company's Rupees per annum.

ARTICLE VI

Hon. here. mem.

ARTICLE VII

All former Treaties between the Honourable East India Company and the Rulers of Oudh which are now in force and which are not contrary to the tenor of this engagement, are confirmed by it.

This Treaty consisting of seven Articles has been settled and concluded by Major General James Outram, C.B., Resident at Lucknow under the full powers vested in him by the Most Noble the Governor General in Council as aforesaid, with His Majesty Abdul Mansur Naasir-ud-Din Sikandar Jah Muhammad Wajid Ali Shah King of Oudh for himself and his heirs, in the city of Lucknow, on the day of in the year of Our Lord one thousand eight hundred and fifty six, corresponding with

sary, of other offences by commission ; to exempt the King from appearance in court as a witness ; and to provide for his examination through the Agent to the Governor-General in cases where his evidence might be required. By a further Act, XIII of 1868, the King was exempted from the jurisdiction of the Civil Courts, except in regard to suits instituted with the consent of Government, and was rendered incapable of entering into any contract which might give rise to a pecuniary obligation on his part.

Wajid Ali Shah died on the 21st September 1887, and on his death Act XIX of 1887 was passed, empowering the Governor-General in Council to administer his estate. Arrangements were made for the disposal of the property at Garden Reach, the proceeds realised going to the estate, and pensions were granted to the King's family and dependants.

No. XXXIV.

TREATY between the NABOB SHUJAH-UL-DOWLA, the NABOB NUDJUM-UL-DOWLA, and the ENGLISH COMPANY, executed at ILLIABAD,—the 16th of August 1765.

(Sealed and approved of by the King)

Whereas, the Right Honourable Robert, Lord Clive, Baron Clive of Great Britain, Knight of the Most Honourable Order of the Bath, General of the Forces, President of the Council, and Governor of the Settlements belonging to the United Company of Merchants of England trading to the East Indies, in the Provinces of Bengal, Behar, and Orissa, and likewise on the behalf of the United Company of Merchants of England trading to the East Indies to negotiate, settle, and finally to conclude a firm and lasting peace with His Highness the Nabob Shujah-ul-Dowla, Vizier of the Empire. Be it known to all those to whom it may or shall in any manner belong, that the above named Plenipotentiaries have agreed upon the following Articles with His Highness —

ARTICLE 1.

A perpetual and universal peace, sincere friendship and firm union shall be established between His Highness Shujah ul Dowla and his heirs, on the one part, and His Excellency Nudjum ul Dowla, and the English East India Company on the other, so that the said contracting powers shall give the greatest attention to maintain between themselves, their dominions and their subjects this reciprocal friendship, without permitting, on either side, any kind of hostilities to be committed, from henceforth, for any cause, or under any pretence whatsoever, and everything shall be carefully avoided which might hereafter prejudice the union now happily established

ARTICLE 2

to the exigency of his affairs, and so far as may be consistent with their own security and if the dominions of His Excellency Nudjum-ul Dowla or the English Company, shall be attacked, His Highness shall, in like manner, assist them with a part or the whole of his forces. In the case of the English Company's forces being employed in His Highness' service, the extraordinary expense of the same is to be defrayed by him.

sary, of other offences by commission ; to exempt the King from appearance in court as a witness ; and to provide for his examination through the Agent to the Governor-General in cases where his evidence might be required. By a further Act, XIII of 1868, the King was exempted from the jurisdiction of the Civil Courts, except in regard to suits instituted with the consent of Government, and was rendered incapable of entering into any contract which might give rise to a pecuniary obligation on his part.

Wajid Ali Shah died on the 21st September 1887, and on his death Act XIX of 1887 was passed, empowering the Governor-General in Council to administer his estate. Arrangements were made for the disposal of the property at Garden Reach, the proceeds realised going to the estate, and pensions were granted to the King's family and dependants.

No XXXIV.

TREATY between the NABOB SHUJAH-UL-DOWLA, the NABOB NUDJUM-UL-DOWLA, and the ENGLISH COMPANY, executed at ILLIABAD,—*the 16th of August 1765.*

(Sealed and approved of by the King)

Whereas, the Right Honourable Robert, Lord Clive Baron Clive of Plassey, Knight Companion of the Most Honourable Order of the Bath, Major General and Commander of the Forces President of the Council, and Governor of Fort William, and of all the Settlements belonging to the United East Indies, in the Province of Bengal, Esq. Brigadier General and Commanding Officer of their Forces upon the Bengal Establishment, are invested with full and ample powers on the behalf of His Excellency the Nabob Nudjum ul Dowla, Soubahdar of Bengal, Behar, and Orissa, and likewise on the behalf of the United Company of Merchants of England trading to the East Indies to negotiate, settle, and finally to conclude a firm and lasting peace with His Highness the Nabob Shujah-ul-Dowla, Vizier of the Empire. Be it known to all those to whom it may or shall in any manner belong, that the above named Plenipotentiaries have agreed upon the following Articles with His Highness —

ARTICLE 1

A perpetual and universal peace sincere friendship and firm union shall be established between His Highness Shujah ul Dowla and his heirs on the one part, and His Excellency Nudjum ul Dowla, and the English East India Company on the other so that the said contracting powers shall give the greatest attention to maintain between themselves, their dominions and their subjects this reciprocal friendship without permitting, on either side, any kind of hostilities to be committed from henceforth for any cause, or under any pretence whatsoever, and everything shall be carefully avoided which might hereafter prejudice the union now happily established

ARTICLE 2

to the exigency of his affairs, and so far as may be consistent with their own security and if the dominions of His Excellency Nudjum-ul Dowla or the
 ll, in like manner,
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ARTICLE 3.

His Highness solemnly engages never to entertain or receive Cossim Ally Khan, the late Soubahdar of Bengal, &c., Sombre, the assassin of the English, nor any of the European deserters, within his dominions, nor to give the least countenance, support, or protection to them. He likewise solemnly engages to deliver up to the English whatever Europeans may in future desert from them into his country.

ARTICLE 4.

The King Shah Aalum shall remain in full possession of Cora, and such part of the Province of Illiabad as he now possesses, which are ceded to His Majesty, as a royal demesne, for the support of his dignity and expenses.

ARTICLE 5.

His Highness Shujah-ul-Dowla engages, in a most solemn manner, to continue Bulwant Sing in the zemindarries of Benares, Ghazepore, and all those districts he possessed at the time he came over to the late Nabob Jaffier Ally Khan and the English, on condition of his paying the same revenue as heretofore.

ARTICLE 6.

In consideration of the great expense incurred by the English Company in carrying on the late war, His Highness agrees to pay them (50) fifty lakhs of rupees in the following manner; *viz.*, (12) twelve lakhs in money, and a deposit of jewels to the amount of (8) eight lakhs, upon the signing of this Treaty; (5) five lakhs one month after, and the remaining (25) twenty-five lakhs by monthly payments, so as that the whole may be discharged in (13) thirteen months from the date hereof.

ARTICLE 7.

It being firmly resolved to restore to His Highness the country of Benares, and the other districts now rented by Bulwant Sing, notwithstanding the grant of the same from the King to the English Company, it is therefore agreed that they shall be ceded to His Highness in manner following, *viz.*, they shall remain in the hands of the English Company, with their revenues, till the expiration of the Agreement between Bulwant Sing and the Company, being on the 27th of November next; after which His Highness shall enter into possession, the Fort of Chunar excepted, which is not to be evacuated, until the 6th Article of this Treaty be fully complied with.

ARTICLE.

His Highness shall allow the English Company to carry on a trade, duty free, throughout the whole of his dominions.

ARTICLE 9.

All the relations and subjects of His Highness, who in any manner assisted the English during the course of the late war, shall be forgiven, and no ways molested for the same.

ARTICLE 10.

As soon as this Treaty is executed, the English forces shall be withdrawn from the dominions of His Highness, excepting such as may be necessary for the garrison of Chunar, or for the defence and protection of the King in the City of Illhabad, if His Majesty should require a force for that purpose.

ARTICLE 11.

His Highness the Nabob Shujah ul-Dowla, His Excellency the Nabob Nudjum ul-Dowla, and the English Company promise to observe sincerely and strictly all the Articles contained and settled in the present Treaty, and

Signed, sealed, and solemnly sworn to, according to their respective faiths, by the contracting parties, at Illhabad, the 16th day of August, in the year of Our Lord 1765 in the presence of us,

EDMUND MASKELYNE. CLIVE.

L. S.

ARCHIBALD SWINTON. JOHN CARNAC.

L. S.

GEORGE VANSITTART. SHUJAH-

and

L. S.

UL-DOWLA'S Seal

Ratification.

MIRZA KOSSIM KHAN.

RAJAH SHITABROY.

MEER MUSHALA.

Fort William, September 30th, 1765.

(A true copy.)

(Sd) ALEXANDER CAMPBELL, S.S.C.

No. XXXV.

TREATY between the COMPANY and the VIZIER SHUJAH-UL-DOWLA,—*29th November 1768.*

Whereas, unbecoming rumours have been propagated abroad, which tend to the interruption of the firm friendship, union, and confidence formerly established between His Highness the Nabob Shujah-ul-Dowla, Vizier of the Empire, on the one part, and the Right Honourable Robert, Lord Clive, and General John Carnac, on behalf of the deceased Nabob Nudjum-ul-Dowla, late Soubahdar of Bengal, Behar, and Orissa, and the English Company, on the other part; Harry Verelst, Esq., President and Governor of Fort William and the Council thereof, with a view to the removal of all causes of jealousy and disagreement, and the confirmation of a good disposition on both sides, have deputed John Cartier, Colonel Richard Smith, and Claud Russell, three Members of the Council from Calcutta, personally to confer with His Highness aforesaid, and whereas the aforesaid John Cartier, Colonel Richard Smith, and Claud Russell, after effecting an interview with His Highness aforesaid, have reason to be satisfied with his steady attachment to the English, they therefore, on behalf of His Excellency the Nabob Syef-ul-Dowla, Soubahdar of Bengal, Behar, and Orissa, and the English Company, renew and confirm the former Treaty, letter by letter, and article by article; and His Highness the Nabob Shujah ul-Dowla aforesaid doth likewise renew and confirm the said Treaty; and moreover, out of a pure desire effectually to eradicate all doubts and jealousies, to establish the present harmony on the most durable basis, and to confirm the former Treaty, doth consent and agree, that the following words shall be inserted as an explanatory clause in the said Treaty: It is by the advice and consent of the President and Council aforesaid, agreed, that His Highness shall not entertain a number of forces exceeding thirty-five thousand men, whether sepoy, cavalry, peons, artillerymen, rocket-men, or troops of any denomination whatever. Of this number ten thousand are to be cavalry, ten battalions of sepoy, including soubadars, jemadars, havildars, and all ranks of officers, not to exceed ten thousand men; the Nujib regiment, consisting of five thousand men with matchlocks, to remain always on its present establishment; five hundred men for the artillery, and that number never to be exceeded; the remaining nine thousand five hundred men are to be irregulars, neither to be clothed, armed or disciplined after the manner of the English sepoy or Nujib regiment, and His Highness also engages to arm none of his forces, besides the ten thousand men mentioned in this Treaty, after the English manner, nor to train them in the discipline of the English troops. In consideration thereof, the said John Cartier, Colonel Richard Smith, and Claud Russell engage, on behalf of His Excellency the Nabob Syef-ul-Dowla and the English Company aforesaid, that whilst His Highness Shujah-ul-Dowla aforesaid and his successors shall abide by the Articles of this Treaty, neither the present Council of Fort William, nor any future Council, shall hereafter introduce any new matter relative thereto, besides what has been formerly agreed to, and is now concluded upon, and both parties shall consider this

Agreement as firm and binding His Highness aforesaid shall swear upon the Koran, John Cartier, Colonel Richard Smith, and Claud Russell upon the Gospel, never to infringe the minutest part or meaning hereof, and to maintain it themselves, and to transmit it inviolable to their posterity.

(Sd) JOHN CARTIER.
 „ RICHARD SMITH.
 „ CLAUD RUSSELL.

Signed, sealed and solemnly sworn to according to their respective faiths, by the contracting parties, at Benares, the 29th day of November, in the year of Our Lord 1768, in the presence of us,

(Sd) GABRIEL HARPER.
 „ C W BOUGHTON
 „ W M COXE.

L. S

I promise to disband all the troops which I now entertain, exceeding the number of thirty five thousand horse and foot, and to comply with all the Articles stipulated in the Treaty, within the space of three months

Written the 29th of the month of Rajab, the year of Hegira 1182, which answers to the 29th of November 1768

NO XXXVI.

AGREEMENT between HIS HIGHNESS the NABOB SHUJAH-UL-DOWLA, VIZIER of the EMPIRE on one part, and BRIGADIER-GENERAL SIR ROBERT BARKER, COMMANDER-IN-CHIEF of the FORCES of the UNITED COMPANY of MERCHANTS of ENGLAND trading to the EAST INDIES, under their PRESIDENCY of BENGAL, on the part of the said COMPANY, on the other, relative to the FORCES of the ENGLISH EAST INDIA COMPANY possessing the FORT of CHUNAR GUR, in the zemindary of the RAJAH CHEYT SINGH,—20th March 1772.

Be it known to all those to whom it may or shall in any manner belong, that the above-mentioned General Sir Robert Barker has agreed upon the following Articles with His Highness relative to the said Fort —

First—The better to enable the East India Company to assist His Highness with their forces for the preservation of his dominions, conformable to a Treaty of Peace between the Right Honourable Lord Clive and John Carnac, Esq (on the part of Nudjib ul-Dowla, Soubahdar of Bengal, Behar, and Orissa, and likewise on the part of the United Company

Fort of Allahabad, whenever His Excellency shall demand the said Fort, at the expiration of ten days after such demand shall be made, the troops of the English East India Company shall evacuate the said Fort and deliver it up to His Excellency.

Second—The troops of the English East India Company shall garrison the Fort of Allahabad in the same manner on the part of the Vizier, as heretofore they held it for the King, until it is demanded by the Nabob Shujah ul-Dowla unless the said Company may find it necessary to withdraw their troops and consequently evacuate the said Fort before such a demand may be made. In such case timely notice to be given to His Excellency.

(Sd) ROBERT BARKER

Signed and sealed by the contracting parties at the Camp at Saundee, this 20th day of March, in the year of Our Lord One Thousand Seven Hundred and Seventy-Two

In the presence of us,

(Sd.) GABRIEL HARPER
 „ JOHN COCKERELL.
 „ WILLIAM DAVY.

NO XXXVIII

TREATY with the NAWAB VIZIER SHUJAH-UL-DOWLA,—7th September 1773.

The Vizier of the Empire, Asuph Jah Shujah ul-Mulck, the Nabob Shujah ul Dowla, Aboo-ul Munsoor Cawn Behauder, Sifdar Jung, Sippah Salah, on the one part, and Warren Hastings, Esquire, President of the Council, Governor of Fort Wilham, and Commander-in Chief of the Forces of the Company, on the other part, do agree on the following terms, for the other part, do agree on.

ARTICLE I.

Whereas, in the Treaty concluded at Allahabad, the 16th August 1765, between the Vizier and the Company, it is expressed that the districts of Corah and Allahabad were given to His Majesty for his expenses, and whereas, His Majesty has abandoned the possession of the aforesaid dis-

conditions, and that, in the same manner as the Province of Oudh and the other dominions of the Vizier are possessed by him, so shall he possess Corah and Currah, and Allahabad, for ever. He shall by no means, and under no pretence, be liable to any obstructions in the aforesaid countries from the Company and the English Chiefs: and exclusive of the money now stipulated, no mention or requisition shall by any means be made to him for anything else on this account. This Agreement shall be observed by all the English Chiefs, gentlemen of the Council, and by the Company, nor shall it ever be broken or deviated from.

CONDITIONS, *vis.* :—

He shall pay to the Company fifty lakhs (50,00,000) of Sicca Rupees according to the currency of the Province of Oudh, as follows, *vis.*—

In ready money	Sicca Rupees 20,00,000
In two years after the date hereof, <i>vis.</i> —	
The first year	15,00,000
The second year	15,00,000
	<u>30,00,000</u>
Sicca Rupees	50,00,000

ARTICLE 2.

To prevent any disputes arising concerning the payments which shall be made by the Vizier, for the expenses of the Company's troops that may march to his assistance :

It is agreed, that the expense of a brigade shall be computed at two lakhs ten thousand (2,10,000) Sicca Rupees per month, according to the currency of the Province of Oudh. By a brigade is meant as follows, *vis.*—

2 Battalions of Europeans.

6 Battalions of Sepoys.

1 Company of Artillery.

The expenses of the said troops shall be defrayed by the Vizier, from the time that they shall have passed the borders of his dominions till they return within the borders of the Province of Behar; and exclusive of the abovementioned sum, no more shall, on any account, be demanded from him. Should the Company and the English Chiefs have occasion to send for the troops of the Vizier, the Company and the English Chiefs shall also pay their expenses in the like manner.

Signed, sealed, and solemnly sworn to by the contracting parties at Benares the 7th day of September in the year of Our Lord 1773 in the presence of us,

(Sd.) JOHN STEWART.

„ WILLIAM REDFEARN.

No. XXXIX.

TRANSLATION of the Proposed ARTICLES of the TREATY with
the NABOB AUSUF UL-DOWLA,—*21st May 1775.*

The Nabob Ausuf ul Dowla, Icajaa Cawn, Behauder, Hozebbus Jung, on the one part, and the Honourable Warren Hastings, Esq, Governor-General, and the Members of the Supreme Council of Fort William, for and in the name of the English East India Company, on the other part, agree to the following Articles —

ARTICLE 1

That universal peace, firm friendship and perfect union, shall for ever be established between the Nabob Ausuf ul-Dowla and the English East India Company. The contracting powers, with a view of maintaining this reciprocal friendship in the future, shall not for any cause or under any inhabitants of their Soubahs in com-
everything shall be avoided by the
Their friends and enemies are
mutual, and any person who shall run away and take refuge in the country of one of the said parties, shall be given up to the other, and no assistance afforded him

ARTICLE 2

The aforesaid Nabob engages never to entertain or receive in his domi-

in the future, he engages never to entertain the said Europeans and to deliver up to the English Company such of their servants who have deserted or may desert, in case of his apprehending them

ARTICLE 3

That if the Nabob shall be desirous to consult with the Nabob of the Nabob he satisfaction,
nt to what the
uld write to the
Nabob Ausuf ul Dowla, relative to the affairs of the English Sirdars, he will attend to their satisfaction, advantage, and inclination, and not consent to what he may say or write

ARTICLE 4.

The countries of Corah and Allahabad shall always, and for ever, remain in the possession of the Nabob Ausuf-ul-Dowla, on the same footing as the Soubah of Oudh; and they shall on no account, in the future, be disturbed by the English, nor will they ever request a dam of derrum, or anything from the said countries. The English Sirdars engage to defend the Soubah of Oudh at all times, and Corah and Allahabad, until the pleasure of the Court of Directors shall be known.

ARTICLE 5.

The said Nabob, for the defence of his country, as above specified, declares that he has given up of his own free will and accord, unto the English Company, all the districts dependent on the Raja Cheyt Sing, together with the land and water duties, and the sovereignty of the said districts in perpetuity: That the English Company shall, after one month and a half from the date of this Treaty, take upon them the sovereignty and possession of the districts under Rajah Cheyt Sing, as hereunder specified, *viz.*—

Sircar Benares.	The districts of Jaunpore.
Sircar Chumah.	Bijehpore Bahdore.
Suktessgur.	Mulboss Kawss.

The Sircar of Gawzypore.

The Pergunnah of Seekundapore, Jeridge, Shaay, Abad, Toppa, Surchur, &c., as formerly; the Mint and Kutwally of Benares.

ARTICLE 6.

The Nabob Asuf-ul-Dowla, for the aid and assistance of the English troops when stationed with him, shall pay monthly, from the date of this Treaty, for the charges of a brigade, the sum of two lacks sixty thousand Oudh Sicca Rupees, of the sixteenth year, agreeable to the present currency. If, in future, this currency should be abolished, the decrease or increase of batta shall be mutually given and received by the parties. The particulars of a brigade are, *viz.*, two battalions, or one regiment of Europeans, one company of artillery, and six battalions of sepoys.

The aforesaid Nabob shall, whenever the English troops past the boundaries of the Company's province, at his request, pay the stipulated sum monthly, from that time until their return to the above-said boundaries.

ARTICLE 7.

If the aforesaid Nabob shall ever require the aid or assistance of the English Company for the defence of any other of his countries besides those above specified, he will fix something for the Company proportioned to the service.

The English Company and all the English Sirdars engage to perform whatever Articles are now mutually settled and in the future, during the life of the Nabob Ausuf-ul-Dowla, they will never vary or depart from them. They will not, in any respect or manner, make request of anything new or contrary to the tenor of this Treaty.

The parties mutually swear according to their respective faiths, to abide by these engagements.

Dated the 20th Rubby ul Ewul, 1189 of the Hegira, or the 21st of May 1775

(A true translation)

(Sd) JOHN BRISTOW,

Resident at the Court of the Nabob of Oudh

Compared with an attested copy sent down by Mr Bristow and found to be an exact translation except that the word 'Bahdoee' in the list of districts was omitted, which I have inserted

(Sd) J H D OVLV,

Acting Pn Tr

TRANSLATION of AGREEMENT under the seal of HIS EXCEL- LENCY the NABOB AUSUF-UL-DOWLA

In case of any persons having any demands or having received tuncaws on Rajah Cheyt Sing or on the districts under him agreeable to my order such demands or tuncaws do not depend on the said Rajah or on the said districts, but are due from myself

The possession and sovereignty in perpetuity, of the said districts under the said Rajah, without incumbrances delays, dues debts tuncaws &c, I wholly give up to the English Company at the expiration of one month and a half

Dated the 20th of Rubby ul-Ewul, 1189 of the Hegira, or the 21st May 1775

(A true translation)

(Sd) JOHN BRISTOW,

Resident at the Court of the Nabob of Oudh

Compared with an attested copy sent down by Mr Bristow, and found to be an exact translation

(Sd) J H D'OVLV,

Acting Pn Tr

TRANSLATION of an AGREEMENT under the Seal of HIS EXCEL-
LENCY the NABOB AUSUF-UL-DOWLA.

The balance due to the English Company on account of the countries of Corah and Allahabad, Rohilcund, and the tuncaw for the troops, according to the Engagements of the late Nabob Shuja-ul-Dowla, shall be paid to them as it becomes due, without any dispute.

Dated the 20th of Rubby-ul-Ewul, 1189 of the Hegira, or the 21st of May 1775.

(A true translation.)

(Sd.) JOHN BRISTOW,

Resident at the Court of the Nabob of Oudh.

Compared with an attested copy sent down by Mr. Bristow, and found to be an exact translation

(Sd.) J. H. D'OVLV,

Acting Pn. Tr.

Considered the proposed Articles for a Treaty of Alliance with the Nabob Ausuf-ul-Dowla.

Approved the 1st Article.

Ditto the 2nd „

Ditto the 3rd „

Ditto the 4th „

Ditto the 5th „

Ditto the 6th „

Ditto the 7th „

Ordered that the Treaty be compared with the Persian copy, and if it be found exact, that two fair copies be engrossed in form, for the seal of the Company and signature of this Board, to be forwarded to Mr. Bristow, that he may obtain the same testimonies on the part of the Nabob, and return one of them.

Approved the two other Engagements taken by Mr. Bristow, from the Nabob.

NO. XL.

NO. I.

DRAFT of a COWLNAMA under the Seal of the NABOB ASOPH-UL-DOWLAH, dated the 19th of Shabaun, in the year 1189 of Hijeree (15th of October 1775).

I, Asoph-ul-Dowlah Bahadre, engage and give this written Agreement, viz. :—

I have now taken from my mother thirty lakhs of rupees on account of

the present, and twenty-six lakhs on account of former debts, in specie, goods, jewels, elephants, camels, &c, from the patrimony of my father, and have no further claim on her. Having Chiefs, I renounce all further demands on never molest my mother in the enjoyment ries, gardens, or the mints of Oudh, Fyzabad, &c, conferred on her by the late blessed Nabob, but will leave her in the full possession of them during her life-time. As long as my mother lives, I will give her no trouble on account of them. She shall collect whatever appears to be due from the said jaghiars, by her own people. I will not obstruct it. When my mother goes on her pilgrimage, she is at liberty to leave the jaghiars, &c, under the charge of whomsoever she pleases. It is entirely at her option. I will not oppose it. Whether she resides here or goes on a pilgrimage, the jaghiars, &c, shall remain in her possession and no person shall, on any occasion, obstruct or molest her therein. To whomsoever my mother shall give charge of the jaghiars, &c, I will on every occasion protect and assist her to take with her I will not mole Jahadre Ally Khan, Nishaut Ally Khan, Shegoon Ally Khan, or to the Tavildarnees, by any demand on them. My mother is at liberty to act as she pleases therein. She is the mistress. For the observance of all these Articles, I give God, and His Prophet, the twelve Imaams, the fourteen Maussooms and the English Chiefs, as guarantees. The English Chiefs are joined in this Engagement. Further, I will not in future demand any loan from my mother, I have no claim on her nor will I ever deviate from this Engagement. Should I act contrary thereto, it may be supposed that I am estranged from the English Chiefs and the Company. I have accordingly given this as a Cowinama to remain as a voucher.

List of the Jaghiars &c

Sulloon, one Mehal	Ismael Gunge, with the villages at the distance of three coss from Lucknow
Duwā, ditto	Ismael Gunge, at Lucknow
Purseddepore, ditto	Culladarry of all the Soubahs
Rutah, ditto	Mints of Oudh and Fyzabad
Sumrootah	Bhegam Gunge and Gola Ghaut
At Goruckpore one House	Vizier Gunge
Taloe, one Mehal.	The garden of Hurry Sing, at Oudh, with ground for three gardens
Jāes, with the Adawlut and Sāer, one Mehal	Eish baug, at Lucknow
Cora, ditto	Rozah Gaut, at Lucknow
Tanda, ditto	Bhegam Barree, with the bazar
Nabob Gunge, with the villages on the other side of Khakrah, one Mehal	Garden of Bhara Mull

No. 2.

DRAFT of a COWLNAMA under the Seal of MR. JOHN BRISTOW on the part of the COMPANY and ENGLISH CHIEFS, dated the 19th of Shabaun, in the year 1189 of the Hijeree (or 15th of October 1775).

I give the following Articles as a Cowlnama to which I have affixed my seal on the part of the Company and English Chiefs.

The Nabob Asoph-ul-Dowlah Yahya Khan Bahadre Hozzaber Jung has received from his mother, on account of the patrimony of his father, and appropriated to his own use, the sum of thirty lacks of rupees on account of the present, and twenty-six lacks on account of former debts, in specie, goods, jewels, elephants, camels, &c., and the Faraikhutty (full acquittal) which the Nabob Asoph-ul-Dowlah gives to his mother is a voucher. My seal is affixed thereto, so that it may be considered as an act of the Company and English Chiefs. With respect to the jaghiers, gunges, culladarries, gardens, the mints of Oudh and Fyzabad, which the late blessed Nabob gave to the Bhegum, the Nabob Asoph-ul-Dowlah will not molest her in the possession of them, but leave her in the free enjoyment of them during her life-time, and she is to collect whatever may appear due from the jaghiers, through her own people. The English Chiefs are guarantees for the observance of these Articles. No one shall molest her. When the Bhegum goes on a pilgrimage no person shall obstruct or hinder her. The Bhegum is sole mistress of her own people; no one shall make any demand on her eunuchs or women. She is at liberty to act as she pleases with respect to them.

When the Bhegum goes on her pilgrimage, she may leave the charge of the jaghiers, &c., to whomsoever she pleases. The English Chiefs are guarantees of this.

List of Jaghiers, Gunges, &c., exactly the same as that in No. 1.

No. XLI.

AGREEMENT concluded by the GOVERNOR-GENERAL with the VIZIER on the 19th of September 1781.

*The Nabob Vizier-ul-Mummalic, Asoph-ul-Dowlah, Asoph Jah Cawn Behauder having repeatedly and urgently represented that he is unable to support the expenses of the temporary brigade, cavalry, and English officers, with their battalions, as well as other gentlemen who are now paid by him, under the denomination of Sebundy, &c. &c., and having made sundry requests to that and other purposes; and as the constancy and firmness of his alliance with the Company entitle him to every consideration and relief that may depend upon us, I, Warren Hastings, Governor-General, Imad-ul-Dowlah,

Jelladit Jung Behauder, &c, &c, on behalf of the Governor-General and Council, have agreed to the undermentioned Articles, this 19th day of September, in the year of our Lord 1781, corresponding to the last Rumzán, 1895 of the Hegira

ARTICLE 1

Nabob's boundaries, and for which, together with all former allowances and arrears, their usual pay and allowances are to be made good. Also the English Officers, with their Sebu excepting the Resident's office, now charge for the year 1189, the arrear months' allowances, the true meaning of this being, that no more troops be paid for by the Nabob than the number of European artillery and sepoy's agreed for, under the title of one brigade, with the late Nabob Shujah-ul-Dowla, now paid for at the rate of Rs 2,60,000 per month, to which is now to be added one regiment of sepoy's of the present establishment, expressly allowed for the purpose of protecting the office, treasury, and person of the Resident at Lucknow, the pay and allowances of which are to commence from the 1st of August next, at the rate of Rs 25,000 per month. The regiment to be relieved every three months. The brigade to be stationed or moved wherever the Nabob shall direct, in the mode prescribed in the former Treaty with the Nabob Vizier deceased. And, finally, that whenever the Nabob Vizier shall require a further aid of troops from the Company, the pay and allowances shall commence from the day of their passing the Caramnassa, also, should the assistance of the Nabob's troops be required by the Company, their pay and allowances, as may then be agreed upon, be allowed during the time they may serve.

ARTICLE 2

That as great distress has arisen to the Nabob's Government from the military power and dominion of the jaghiredars, he be permitted to resume such as he may find necessary, with a reserve that all such, for the amount of whose jaghire the Company are guarantees, shall, in case of the resumption of their lands, be paid the amount of their net collections, through the Resident, in ready money.

ARTICLE 3

That as Fyzoola Khan has, by his breach of Treaty, forfeited the protection of the English Government, and causes, by his continuance in his present independent state, great alarm and detriment to the Nabob, he be permitted, when time shall suit, to resume his lands, and pay him in money, through the Resident, the amount stipulated by the Treaty, after deducting the amount and charges of the troops he stands engaged to furnish by

Treaty, which amount shall be passed to the account of the Company during the continuance of the present war.

ARTICLE 4.

That no English Resident be appointed to Furruckabad, and the present one recalled.

ARTICLE 5.

That the Treaties made between the English and the Nabob Shuja-ul-Dowla be ratified between the present parties, as far as may be consistent with the above-written Articles; and that no officers, troops or others, be put upon the Nabob's establishment, exclusive of those herein stipulated.

(Sd.) WARREN HASTINGS.

L. S.

(A true copy.)

(Sd.) E. HAY,

Sub-Secretary to the Honourable Board.

AGREEMENT made by the VIZIER with the GOVERNOR-GENERAL.

Having, on my behalf, agreed to the requisitions of the Nabob Vizier without diminution or reserve, I must now repeat the request which I before verbally made to him, that he will be pleased to attend to such proposals as I shall have to make to him: and to these I expect his assent the more readily, as they have for their ultimate object his interest alone, that of the Company being no further concerned, than in the influence which they will eventually have in the payment of the debt due from the Nabob to the Company.

I, therefore, recommend to him to reduce the great number of his Sebund and other troops to regular and complete establishments; not to be paid by assignments of revenue, but in money from the treasury, and their number not to exceed the certain means of paying them. But as this may be difficult, without making a separation of the Nabob's public and private funds, I further recommend that he receive into his private purse no more than a fixed monthly sum, for the expenses of his person and household; and that the remainder of the net collections be left in a public treasury, under the management of his public ministers and the inspection of the Resident, for the discharge of his military and civil disbursements.

This advice is not meant to affect the assignments annually, and which must be annually renewed, for the payment of the past debt and the current demands of the Company

Signed and sealed by the Nabob, accepting and promising to conform to the above advice

(A true copy)

(Sd) E HAY,

Sub Secretary to the Honourable Board.

No. XLII

TREATY with the VIZIER ASOPH-UL-DOWLA, NABOB of OUDE
1787

From Earl Cornwallis to the Vizier, written 15th April 1787 *From the Nabob Vizier to Earl Cornwallis, received 21st July 1787*

The Treaty concluded between the English Company and the Nabob Shuja-ul-Dowla was founded on considerations of mutual advantage to both parties, and the same principle has continued to operate in confirming and improving the friendship and alliance between the Company and your Excellency. A connection formed with a view to the interests of both Governments ought to be perpetual for this reason, since my appointment to the control over affairs here, my intentions have been directed towards measures tending to support and strengthen this friendly system.

As I consider the Company's Territories and those of your Excellency as the same, the protection of your Excellency's dominions is absolutely necessary, as being from its situation the boundary of the whole, and exposed to foreign attacks. This protection cannot be effected in a proper manner without the assistance of the Company's troops, and I therefore beg leave to represent to your Excellency such

Your Lordship's friendly letter every word of which breathes strength of friendship, and every syllable contains a performance of the duties of intimacy and close connexion arrived in a happy hour, and afforded me infinite satisfaction. Its contents are that it is the intention of the Company, and also your Lordship's firm resolution that there should be no interference in the detail of my Government. That the Resident at Lucknow should receive a positive order, that neither from himself, nor from any other gentlemen nor from any person concerned with your Lordship's Government, should any kind of interference take place. That leaving my administration entirely to myself and my ministers, all interference from others should be stopped, and representing the particulars of every matter which was contained in your Lordship's heart.

circumstances as have, after mature reflection, occurred to me, with respect to the troops stationed at Futtly Ghur, which had been withdrawn, as stipulated in the Treaty of Chunar of 1781, I advise that they shall not be recalled, but continued. I make this proposal upon a conviction that, from the extent of your Excellency's dominions, the English forces now stationed there are requisite for their defence. Although there is no prospect of any attack on your Excellency's territory at present, its security must ultimately depend upon the strength of the force stationed for its protection, and while this is sufficient no one will dare to entertain views of hostility against your Excellency. Although the bravery and discipline of the English troops on all occasions are well known, and have been proved, even when their enemies have been in the proportion of twenty to one, and by the blessing of God they will always triumph over their enemies, yet since at all times chance of war is doubtful, prudence and wisdom require that every possible means should be used to determine it in our favour. Your Excellency must be sensible that there is no comparison between the troops of the Company and those in your Excellency's service, and that without the assistance of the former, your dominions and authority would be insecure. I am convinced that if your Excellency considers these opinions, you will be sensible of the propriety of my proposition, and approve the continuance of troops, whose valour and discipline can be relied on, in preference to those who are unskilful and undisciplined, and I doubt not but your Excellency will agree to the

The Nabob Hyder Beg Khan has fully explained to me the particulars of your Lordship's kindness and magnanimity which form the ground of your Lordship's settlement of my affairs, and has occasioned me an excess of pleasure and happiness. I, who have, day and night, received such happiness from a recollection of your Lordship's goodness, now enjoy such pleasure from perceiving your kindness, and am so thankful for it that it would require volumes to express a small share only. It is well known that from the lifetime of the deceased Nabob, until the day of his death, and the commencement of my administration, the friendship with the English gentlemen has been perfect, strong and sincere, and, by the help of Providence, will every day increase.

At this time that so great a Chief, possessed of Divine wisdom and understanding, is arrived with full power and authority for the arrangement of this country, it may be very well conceived, that I understand such an arrival to have happened simply from my own good fortune, and entertain the most perfect confidence that all my affairs will be settled to my own satisfaction. With respect to the continuance of the troops stationed at Futtly Ghur which your Lordship has written with such greatness and magnanimity, that they may remain, as heretofore, I have perfectly understood; notwithstanding from the great weight of expense which my Government has experienced every year from these troops, and the negotiations which have passed with former gentlemen on this subject in particular, and the manner in which this matter was settled, after so much altercation, which doubtless your Lordship is

additional expense of effective troops, where the object is the defence of the country: for this reason I do not hesitate to recommend to your Excellency to discharge so much of your own army as will allow for the additional expense attending the continuance of these effective troops. Your Excellency must also be sensible that the sums necessary for the pay of these troops are expended in your dominions

The sole object of this proposition is to provide, in an effective manner, for the defence of your Excellency's country, and your Excellency must be convinced of the benefits derived from our protection, since, whilst all other parts of Hindostan have been involved in war and exposed to the devastations attending it, your Excellency's dominions have remained in the fullest enjoyment of peace and security. Many other arguments of the greatest weight might be urged in support of my proposition; but such is my opinion of the force of those I have alleged, that I trust that they will make the same impression on your Excellency, and that there is no necessity to urge others.

It is my firm intention not to embarrass your Excellency with further expense than that incurred by the Company, from their connexion with your Excellency, and for the protection of your country, which by the accounts, I find amounts to fifty lakhs of Fyzabad sixteen sun Sicca Rupees annually. In this sum are included the allowance to the Nabob Saadet Ali Khan, the stipend of the Rohillas, and the expenses of the Residency

acquainted with, I have every hope, in every situation, for advantage and prosperity from your Lordship, and conceive it necessary to represent the particulars of them to you; but having heard of your Lordship's intention to come to this quarter, which is the greatest desire of my heart, and from which I receive the greatest pleasure, I have postponed any mention of these matters until that happy time, and now consider it necessary, first to procure your Lordship's good will; afterwards, that you will mention, from your great goodness and grandeur which is universally known and gives satisfaction and ease to my heart, that which will tend to my prosperity and happiness, and meet with your approbation, therefore, with a view to preserve your Lordship's good will and satisfaction, I agree to the continuance of the troops now stationed at Futty Ghur and Cawnpore, and to their expenses, with the stipend of my brother Meer Saadet Ali Khan Belauder, the tuncaws of the Rohillas, the disbursements of the Residency at Lucknow, and other gentlemen, and the Resident with His Majesty at Scindea, the expenses of the dawk, &c, which your Lordship has fixed fifty lakhs annually for me to pay. Your Lordship has also said that my expenses should not exceed the sum of fifty lakhs of rupees, and that nothing further should be demanded of me; and that whenever either of the two brigades or corps of cavalry should be recalled, or any material diminution should take place in those troops, a deduction shall be made, agreeable to estimate, from the sum of fifty lakhs. I agree to this, and send the kistbundy; and I am well convinced also, that your Lordship will be kind

on the part of this Government; in short, it is my intention, from the date on which this new Agreement shall take place, your Excellency shall not be charged with any excess on this sum of fifty lakhs of Sicca Rupees, and that no further demand shall be made.

If your Excellency, hereafter, shall find it necessary to demand any more forces from the Company, your Excellency will pay the excess upon a fair estimate; and if either of the two brigades or corps of cavalry shall be recalled, or any considerable diminution in their force shall take place, I will allow for the decrease of the expense from the sum agreed to by your Excellency, agreeable to a fair calculation. In order that no grounds for a difference in opinion or doubt may remain as to the real meaning of this Article, I think it necessary to inform your Excellency, that whenever there is a necessity for any alteration in the arrangement of these troops, either by increasing or diminishing the cavalry or infantry, this Article does not tend to preclude it, provided the whole force shall not be considerably decreased, and that no additional charge be made on your Excellency on account of such alteration.

A Resident, as at present, will remain at your Excellency's Court; but as it is the intention of the Company, and my firm resolution, that no interference shall take place in the details of the affairs of your Excellency's Government, strict orders shall be sent to him that he shall neither interfere himself, nor suffer interference by public or private claims of exemp-

and favourable towards me, in what ever will tend to my ease and prosperity.

I have not answered every particular of your Lordship's kind letter, because I have heard that your Lordship positively means to come to this quarter, and when we meet, every matter will be answered in a most friendly manner. Now, considering acquiescence to your Lordship's orders and preservation of your pleasure as the principle of friendship, I have complied.

Your Lordship writes with respect to Furruckabad, that it shall be and continue as before under me, and that the English Resident there, either now or at the end of the year 1194 Fussellee, shall be recalled, and after that period he shall not remain, nor any other be appointed; and you order me to be kind and just towards the rights of the Nabob Mozuffer Jung, and that, in whatever manner it may be necessary to settle and arrange the affairs of that district, I should give a suitable allowance to the Nabob Mozuffer Jung: and as the Nabob's mother and his brother, Dil Dilere Khan, and Roy Deeb Chund, late Dewan, have shown their zeal to your Government and to the Company, it is necessary to fix some allowance for them, independent of the Nabob Mozuffer Jung: that it is well known the enmity which the Nabob bears towards them, and that in consequence of the confidence of your Government placed on Dil Dilere Khan, it is much to be feared that unless he is protected, he will experience distress from the enmity of the Nabob Mozuffer Jung; that I therefore cause to be paid to them a proper allowance out of the amount paid to Nabob Mozuffer

tions of duties, or in any other mode, from any British subject or person under the authority of this Government. In short leaving the whole management of your country to your Excellency and your Ministers, I will put a stop to the interference of others, and in order to carry this effectually into execution, I propose to your Excellency not to suffer any European to reside in your dominions without my written permission. In case that should be granted, a copy of it shall be transmitted to you.

If any European shall reside there without my permission in writing, your Excellency shall oblige him to quit the country; or, if demanded, send him to the Resident on the part of the Company.

A retrospect into past transactions and the friendship so well known to exist between your Excellency and the Company, induce me to state the following circumstance, that for several years past, the inhabitants of your Excellency's dominions, from motives

ment. I am determined to put a stop to this practice and to disregard their applications, but as the connexion between the two Governments is universally known, strict attention to justice on your part will add credit and renown to both.

With respect to Furruckabad, the fourth Article of the stipulation of Chunar shall be observed on my part, and the English Resident there, either now or at the end of 1194 Fussellee,

assumed by this Government in the affairs of that province, I think it necessary to inform your Excellency,

Jung, through the Resident at Lucknow. In this manner I will act as your Lordship has ordered, and will cause to be paid to the mother of Mozuffer Jung, and his brother, Dil Dilere Khan, and Roy Deeb Chund, allowances through the Resident at Lucknow, and will assist and protect Dil Dilere Khan, the mother, and Roy Deeb Chund. Until the honour of an interview, I hope to be honoured and made happy with friendly letters from your Lordship.

Enclosure

Kistbundy, or instalment, for the Company's money, on account of the expenses of the troops stationed at Cawnpore, Futty Ghur, and Lucknow, the stipend of the Nabob Saadet Ali Khan, the Rohillas, the expenses of the Resident and other gentlemen at Lucknow, the expenses of the dawk, and the gentlemen stationed with His Majesty and Scindea, from the month of March 1787 to February 1788, inclusive, under the seal of the Vizier

March 1787	...	...	3,25,000
April	.	.	3 25,000
May	...	...	3,25,000
June	...	...	3,25 000
July	...	...	3,25,000
August	...	...	3,25,000

In money ... 3,25 000

In drafts on Calcutta 5 00,000

			8,25,000
September	...	...	3,25,000
October	...	...	3,25,000
November	...	...	3,25,000
December	...	...	3 25,000
January 1883	...	...	3 25,000
February	...	...	3 25,000

In money at Lucknow 3 25,000

In drafts on Calcutta 6,00 000

			9,25,000
		Total	50,00,000

In specie	...	...	39 00,000
In drafts	...	...	11,00,000

50,00,000

that it is incumbent on me to recommend several matters to your Excellency's attention. That, in the first instance, you pay due regard to the rights of the Nabob Mozuffer Jung; and under any circumstances that may become necessary for the management of the affairs of Furruckabad, your Excellency shall engage to allot from the revenues a sum sufficient for the honourable maintenance of the Nabob Mozuffer Jung. And as the mother of Mozuffer Jung, and his brother, Dil Dilere Khan, as well as Deeb' Chund, late Dewan, have given proofs of their attachment to this Government, it is therefore expedient that some provision should be made for them, independent of Mozuffer Jung. It is well known that Mozuffer Jung considers them as inimical to him; and from the trust vested in Dil Dilere Khan by this Government, it is much to be feared, that if left unprotected, he will suffer from the resentment of Mozuffer Jung. I therefore expect that your Excellency will engage to cause specific pensions to be paid to these persons, at the expense of Mozuffer Jung, through the Resident of this Government.

By the accounts subsisting between your Excellency and the Company, a large balance is stated to be due from your Excellency; nevertheless, in conformity to the principles I have so expressly declared, I am not willing to embarrass your Excellency with any other demands than what are absolutely necessary: I propose, therefore, that your Excellency shall liquidate such part of the stated arrears as may be due to the troops employed in your country, the Residency, the Nabob Saadet Alli Khan, and the Rohilla Chiefs, on the date from which this new Agreement shall be declared in

Fifty lakhs of 23, 24, 25, and 26
Sun Sicca Rupees.

*From Hyder Beg Khan, received
21st July 1787.*

I have already transmitted to your Lordship an arzie, mentioning my arrival at Lucknow, which has doubtless been perused. An answer from His Excellency the Vizier is now sent to your Lordship's kind letter. From it your Lordship will learn the particulars of His Excellency's inclination to preserve your Lordship's pleasure. Your Lordship has shown kindness and favour in the affairs of His Excellency, and there is no doubt but will always show kindness towards them, because His Excellency entertains great hopes from your Lordship.

A kistbundy for the money for the expense of the troops, &c., goes enclosed in His Excellency's letter, and I enclose a draft for the amount stated by Mr. Wombwell to be due to the troops, up to February 1787, together with two other drafts on account of the amount, due to His Royal Highness, and the stipend of Nabob Saadet Alli Khan, to February 1787. They will be seen by your Lordship. As a long period had elapsed during my journey, disorder has taken place in several modes in the affairs, and delay and procrastination have crept into the payment of the public money, and now that I am arrived, is the season for cultivation, &c. I am engaged in the affairs of the Circar, and under the blessing of God, and your Lordship's prosperity, every matter will be arranged, and the arrears due to Colonel Harper and

force, as well as the arrears due to Mr Anderson, and the remainder, whatever it may be, shall be struck out of the account, and be no longer considered as a demand of this Government on your Excellency

The substance of what is here writ-

your Excellency, and a friend to both Governments. As he is fully acquainted with your Excellency's interests, and is your most confidential servant and prime minister, I have considered him as empowered to settle any arrangement for the mutual benefit of the two Governments, and have accordingly communicated to him without reserve, all that has occurred to me to promote this subject in the same manner as if your Excellency were present; nevertheless, as your Excellency's concurrence and approbation are necessary to give a final sanction to the Articles agreed upon by Hyder Beg Khan, I have thought proper to mention the heads of them in this letter, and the Nabob Hyder Beg Khan will fully explain all the particulars to your Excellency

For the rest, your Excellency may have the most assured confidence, that I will most faithfully abide by all the Engagements on the part of the Honourable Company

time

The amount of the instalments or kistbundy of the Company's money, on account of the disbursement of the troops, &c, has been paid into the treasury, from March 1787 to June 1787, and by God's help it will be paid in future, agreeable to the kistbundy, monthly. I hope to be honoured with letters from your Lordship

Enclosures

Bill drawn by Cashmeery Mull and Butch-
rage on Sheopersaud
and Bissesser Dass, on
account of arrears due to
the troops stationed at
Cawnpore and Lutteh
Ghur and the battalion
at Lucknow, in Febru-
ary 1787, amounting in
23, 24, 25, and 26 Sun-
Si ca Rupees to

7,08 868 7 6

Bill drawn by Cash-
meery Mull and Butch-
rage on Sheopersaud
and Bissesser Dass, on
account the money of
His Royal Highness,
Lucknow Sicca Rupees

204,173 0 0

Ditto, drawn by ditto
on date, on account the
money of Nabob Saadet
Ali Khan, arrears to
February 1787, Luck-
now Sicca Rupees

1,00 000 0 0

No. XLIII.

TREATY of COMMERCE with the NABOB AUSUF-UL-DOWLA,
1788.

TREATY of COMMERCE between CHARLES, EARL CORNWALLIS, KNIGHT of the MOST NOBLE ORDER of the GARTER; one of HIS BRITANNIC MAJESTY'S HONOURABLE PRIVY COUNCIL, LIEUTENANT-GENERAL of HIS MAJESTY'S FORCES, GOVERNOR-GENERAL and COMMANDER-IN-CHIEF of all the POSSESSIONS and FORCES of HIS BRITANNIC MAJESTY and of the HONOURABLE the UNITED COMPANY OF MERCHANTS of ENGLAND, in the EAST INDIES, &C., &C., &C., on the part of the said HONOURABLE UNITED COMPANY, and HIS EXCELLENCY the VIZIER-UL-MOMALIK HINDOSTAN, ASSUF JAH, NABOB AUSUF-UL-DOWLA YEHEHA KHAN BEHAUDER, HUZZUBBER JUNG.

The Right Honourable Charles, Earl Cornwallis, K.G., Governor-General, &c., &c., and His Excellency the Nabob Vizier Behauder, &c., &c., having received various representations from the merchants trading between the Company's dominions and the dominions of His Excellency the Vizier, setting forth the losses and inconveniences which they suffer as well from the heavy duties collected on their merchandise, as from the mode of levying the same, His Lordship, on the part of the Honourable the United Company of Merchants of England trading to the East Indies, and His Excellency the Nabob Vizier, &c, with a view to remove the evils complained of, and to promote the welfare of their respective States, have agreed upon the following Articles, which shall be binding on themselves, their heirs, and successors:—

ARTICLE 1.

The contracting parties shall not claim any exemption from duties either for themselves, their subjects, or dependants, or any other person or persons, of whatever country or nation.

ARTICLE 2.

His Excellency the Nabob Vizier, &c., agrees to grant rowannahs, or custom house passes, under the seals and signatures of his officers, for all goods exported from his dominions to the dominions of the Company, specifying the quantity of the goods, and the valuation on which his own export duties shall have been levied. The Right Honourable Earl Cornwallis, in like manner, engages that similar rowannahs or custom house passes shall be granted for all goods exported from the Company's dominions (comprehending the Provinces of Bengal, Behar, Orissa, and the District of Benares) to the dominions of His Excellency the Vizier, specifying the quantity of the

goods and the valuation on which the duties shall have been levied in the dominions of the Company

ARTICLE 3

His Excellency the Vizier, &c, agrees to levy the duties on all goods imported into his territories from the Company's dominions, upon the valuation specified in the Company's rowannah. The Right Honourable Earl Cornwallis, &c, agrees to levy the duties on all goods imported from His Excellency's dominions into the district of Benares or the Company's provinces on the valuation specified in the rowannah of His Excellency the Nabob Vizier.

ARTICLE 4

Goods exported from the Company's dominions to the dominions of His Excellency the Vizier, if by the River Ganges, shall pay the duties at Lutchagyr or at Foolpore if by the River Goomty at Ghura Alobarikipore, if by the River Gogra at Doorhy Ghaut if by land, at Keeway, Maidnee Gunge Chundahpertaubpore Mow or Mahraj Gunge and if by the way of Circar Gooruckpore at the Ghaut of the River Gunduck or at Gooruckpore, Mijholee, or Chollooparah. The merchant or person in charge of the goods, upon paying the duties hereinafter mentioned at either of the above stations, shall receive a rowannah from the Collector of the duties under his public seal which shall exempt the goods from all further demands or molestation whatever, in their progress through the dominions of His Excellency.

The duties on goods exported from the dominions of His Excellency the Vizier to the dominions of the Company, whether by land or water, shall be levied at the established stations in the District of Benares, and the Province of Behar, and rowannahs granted as above specified.

The contracting parties reserve to themselves the power of changing the situation of the stations for levying the duties as they may deem expedient, upon giving public notification to each other of the new station fixed upon.

ARTICLE 5

Broad cloth, iron, copper, lead, manufactures of iron, copper, lead, gold or silver, raw silk, silk piece goods, cotton piece goods, and piece goods made partly of silk and partly of cotton, exported from the dominions of the Company to the dominions of the Vizier, shall pay an import duty of two and a half per cent to His Excellency, on the price specified in the rowannah taken out in the Company's dominions.

ARTICLE 6

Salt exported from the Company's dominions to the dominions of the Nabob Vizier shall pay an import duty of five per cent to His Excellency, on the valuation specified in the rowannah granted at any of the stations in the Company's dominions.

ARTICLE 7.

Cotton coming from Jahloue, Hydernugger, Omraowty, Naugpore, or any of the countries of the Deccan, and passing through the dominions of the Nabob Vizier to the dominions of the Company, shall pay a duty of five per cent. to His Excellency on the fixed valuation of six rupees per maund of ninety-six sicca weight to the seer. Rowannahs for covering the same through His Excellency's dominions shall be granted at the station where the duties are levied. The same cotton, when it arrives in the Province of Benares, shall pay a duty of two and a half per cent., and two and a half per cent. more on entering the Soubah of Behar, upon the valuation above specified, or should it not pass through the jurisdiction of Benares, it shall pay five per cent. upon being imported into the Company's provinces.

ARTICLE 8.

Silk piece goods, cotton piece goods, and piece goods made partly of silk and partly of cotton, exported from the dominions of the Nabob Vizier to the Company's dominions shall pay a duty of no more than two and a half per cent. on the price specified in His Excellency's rowannah. The said duty shall be collected at the established station in Benares, should the goods pass through that district, and upon their arrival in the Company's provinces the Collectors of the Customs shall grant a rowannah, duty free, to cover such goods to any part of Bengal, Behar, or Orissa. Should the said goods enter the Company's provinces without passing through the District of Benares, the above duty of two and a half per cent. shall be levied at the first station in the Company's provinces.

ARTICLE 9.

All goods not specified in the foregoing Articles, exported from the respective dominions of the contracting parties, shall be subject to a duty of five per cent. on the valuation inserted in the rowannah of the country from whence they were originally exported. If the goods shall have been exported from the Company's dominions to the dominions of the Nabob Vizier, His Excellency will collect the duty aforesaid at one of the stations mentioned in the third Article; if from the territories of His Excellency to the dominions of the Company, two and a half per cent. shall be levied at the first established station in the District of Benares, and two and a half per cent. at the first authorized station in the Province of Behar; or, should the said goods enter the Company's provinces without passing through the jurisdiction of Benares, the whole duty of five per cent. shall be collected at the first authorized station in the Province of Behar.

ARTICLE 10.

Goods exported from the Province of Bengal, Behar, or Orissa, or from the District of Benares to the dominions of the Nabob Vizier, after having paid the import duties to His Excellency, according to the rates and in the mode prescribed in the foregoing Articles, if sold in the dominions of the

no local gunge or market duty, or any other duty whatsoever, shall be levied on account of such sale or purchase but the import rowannah of the seller shall be endorsed by the Collector, or head officer in charge of such gunge, and delivered over to the purchaser, who shall transport the goods through the dominions of the Nabob Vizier, without further molestation. If such purchaser, however, should afterwards dispose of the said goods for consumption in any market or gunge in His Excellency's territories, they shall be subject to the established duties of the same. In like manner, goods exported from the dominions of His Excellency to the dominions of the Company, after having paid the import duty in the latter, according to the rates and in the mode prescribed in the foregoing Articles, if sold in any gunge or market, shall be subject to the local gunge or market duties under the preceding limitations.

The gunge duties to be thus levied are not to exceed the ancient established rates, to which no addition shall be made without the mutual consent of the contracting parties.

ARTICLE 11

If any renter, zemindar, collector of the revenues, jaghireदार, or holder of rent free lands shall levy any duties or exactions on goods passing through the dominions of the contracting parties, and on which the regular duties shall have been paid and rowannahs taken out as prescribed in the foregoing Articles, for the first offence he shall be fined twenty rupees for every rupee so exacted, for the second offence, forty rupees, and for the third offence, if a renter or collector of the revenues he shall be fined one hundred rupees for every rupee so exacted, and be dismissed from his farm or employment, if a zemindar, jaghireदार, or rent free landholder, he shall forfeit his lands. Any officer of the customs exacting more than he is authorized, shall, for the first offence, be fined ten times the amount so exacted, and be dismissed from his employment. The party injured shall be indemnified out of the fines for the sum so exacted, and it shall be left to the discretion of the contracting powers to grant such further portion of the said fines as they may deem adequate to the trouble and loss of the party so injured.

ARTICLE 12

In order to discourage every attempt to evade the payment of the import duties, merchants endeavouring to pass the station at which they are to pay the same without having previously taken out a rowannah, shall be subject to double duties, and the contracting parties agree to issue orders in their respective territories requiring all persons to pay the duties and take out rowannahs for their goods, as directed in the foregoing Articles, before they approach an authorized station.

This Article not to extend to the local duties in the markets or gunges, which are to be collected in the mode, and under the limitations prescribed in the tenth Article upon the goods entering the same.

ARTICLE 13.

The contracting parties reserve to themselves the right of levying whatever duties they may think proper, on all goods produced and consumed within their respective dominions, and also on their own exports, and on all imports from other countries not under the dominion of the Company or the Nabob Vizier, the article of Deccan, &c., cotton going to the Company's dominions excepted, on which His Excellency is to levy the duties as specified in the seventh Article.

ARTICLE 14.

If any dispute shall arise between the merchants of the respective States, it shall be decided by the laws of that State in which the defendant may reside. If the defendant be a resident in the Company's dominions, the plaintiff shall be allowed the privilege of stating his case, through the vakeel or Agent of the Vizier, to the Right Honourable the Governor-General in Council, who may refer it for decision to the provincial court of justice, within the jurisdiction of which the cause of action may have arisen, or the defendant may reside; in like manner, if the defendant be a resident in the Vizier's dominions, the plaintiff shall be entitled to represent his case, through the English minister, to His Excellency the Vizier, who may refer it for decision to such of his officers as he may think proper. It is further agreed, that should the collectors of customs, zemindars, or other subjects of either State, act in any respect towards the merchants and traders contrary to the true intent and meaning of this Treaty, the party injured shall be entitled to seek redress in the mode above prescribed.

ARTICLE 15.

This Treaty not to extend to the Province of Rohilcund or Kuttair, in which His Excellency reserves to himself the right of collecting the duties according to the ancient established rates, or of increasing or diminishing the same as he may deem expedient.

ARTICLE 16.

His Excellency the Vizier having obtained the consent of the Nabob of Furruckabad to include his territories in this Treaty, and agreed to make him a compensation for any losses he may sustain in his revenues, in consequence of having relinquished his claim to the collection of separate duties on the Deccan, &c., cotton passing through his territories to the dominions of the Company, and on the exports from the Company's dominions, the territories of the said Nabob are included accordingly, and as far as concerns the operation of this Treaty, are to be considered, in every respect, upon the same footing as a province of the dominions of His Excellency the Vizier.

ARTICLE 17

This Treaty to be in force from the 1st of September next, corresponding with the 29th of Zehige, 1202 Hegira, or sooner, if it can be ratified and exchanged before that period

Ratified at Fort William, 25th July 1788

(Sd) CORNWALLIS

Company's



Seal

[A true copy]

(Sd) E HAY,

Secretary to the Government.



(A true copy)

(Sd) G F CHERRY, *Dep. Per. Tr*



(A true translation.)

(Sd) G F CHERRY, *Dep. Per. Tr.*

No. XLIV.

TRANSLATION of an AGREEMENT entered into by HIS EXCEL-
 LENCY the NABOB VIZIER with the HONOURABLE the
 GOVERNOR-GENERAL, at LUCKNOW, executed the 25th of
 March 1797.

The Governor-General having represented to His Excellency the Vizier the late very great increase of the Company's military establishment, by the addition of several regiments of cavalry, both European and Native, and, in compliance with the Company's orders, solicited His Excellency's assistance to defray the consequent additional expense, His Excellency, in the fullest reliance that the Company's troops are ever ready, in conformity to existing Engagements, to protect and defend his dominions against the attacks of all enemies, agrees as follows:

That he will annually defray the actual *bond fide* expenses of a regiment of European and one of Native cavalry, that is to say, two regiments (the amount of which expenses, however, the Governor-General cannot at present specify) provided they shall not exceed upon any account five lakhs and a half of rupees per annum. The amount to be defrayed by monthly instalments, of which the first shall commence with the month of Bysack of the present Fussellee year.

(A true translation.)

(Sd.) N. B. EDMONSTONE,

Persian Translator to the Government.

NO. XLV.

TREATY with the NABOB VIZIER SAADET ALI KHAN BEHAUDER, —21st February 1798.

Whereas, various Treaties have been concluded at different times, between the late Nabob Shuja-ul-Dowla Behauder, and the Nabob Ausuf-ul-Dowla Behauder, and the Honorable the English East India Company, to the mutual advantage of their respective dominions, the Nabob Vizier-ul-Momaluck Yemeen-ul-Dowla Nazim-ul-Mulk, Saadet Ali Khan Behauder, Mobarez Jung, and Sir John Shore, Baronet, on the part of the Honorable the East India Company, with a view to perpetuate the amity subsisting between the two States, and the advantages reciprocally resulting from it, now agree to the following Articles:—

ARTICLE 1.

That the peace, friendship, and union so long subsisting between the two States, shall be perpetual. The friends and enemies of either shall be the friends and enemies of both; and the contracting parties agree, that all the former Treaties and Agreements between the two States, now in force, and not contrary to the tenor of this Engagement, shall be confirmed by it.

ARTICLE 2.

By the existing Treaties between the States, the Honorable the East India Company are bound to defend the dominions of His Highness the

Ali Khan agrees to pay the actual difference occasioned by the excess above that number, and, in the same manner, if the troops of the Company in Oude, from any necessity, should be less than eight thousand men, including infantry, cavalry, artillery, Natives and Europeans, a deduction shall be made from the annual stipend, of seventy-six lakhs of rupees, equal to the actual difference of men below the specified number.

ARTICLE 8.

As the English Company are not possessed of any Fortress in the dominions of Oude, the Nabob Saadet Ali Khan, having the fullest reliance on the friendship of the English Company, agrees to make over to their exclusive possession the Fort of Allahabad, with all its buildings and appurtenances, and the ghauts immediately dependent upon the Fort, together with as much land surrounding the Fort as may be necessary for the purpose of an esplanade: the Company agreeing to be answerable to the Nabob for the amount of the revenues collected from the said ghauts. The said Nabob also agrees to advance to the Company such a sum as may be necessary for strengthening and improving the fortifications of the Fort, provided that it does not exceed the sum of eight lakhs of Oude Sicca Rupees; and that the said amount, or actual amount of the expenditure, not exceeding eight lakhs of rupees, shall be paid to the Company within two years from the date of this Treaty, in such proportions as may be required for defraying the expense to which it is applicable. And the said Nabob Saadet Ali Khan Behauder, for the same reasons, further agrees to advance to the English Company, for the purpose of repairing the Fort of Futtly Ghur, within six months from the date of this Engagement, a sum not exceeding, on the whole, three lakhs of Oude Sicca Rupees.

ARTICLE 9.

If, for the better protection and defence of the dominions of the Nabob Saadet Ali Khan, it should be deemed advisable to change the present stations of the troops at Cawnpore and Futtly Ghur, the Nabob Saadet Ali Khan consents thereto, and that the troops shall be stationed in such places as may be judged most advisable and convenient, and that he will defray the expense attending their removal, and making cantonments for the troops.

ARTICLE 10.

As the English Company have incurred a considerable expense by their exertions in establishing the right of the Nabob Saadet Ali Khan, the said Nabob agrees, in consideration thereof, to pay the Company the sum of twelve lakhs of Oude Sicca Rupees.

ARTICLE 11.

As the payment of the Company's troops in Oude depends upon the regular discharge of the subsidy, stated in the second and third Articles of the Treaty, the said Nabob engages to exert his utmost endeavours to discharge the stipulated kist with punctuality; but if, contrary to the sincere

intentions and exertions of the said Nabob, the payment of the list shall fall into arrears will then give ing arrears, a satisfactory.

ARTICLE 12.

Whereas, by the Engagements now entered into between the Nabob Vizier and the Company, the amount of the subsidy is considerably increased, and many other permanent charges upon His Excellency are incurred; on a comparison of his disbursements with the assets of his country, it becomes necessary to make such reduction in the superfluous charges of the public establishments, servants, etc., as may be requisite, and are consistent with His Excellency's dignity and convenience. To that end, the said Nabob agrees to consult with the Company's Government, and, in concert with them, devise the proper objects of such reductions and the best means of effecting them.

ARTICLE 13

As the political interests of the Nabob Saadet Ali Khan and the English Company are the same, it is expedient that all correspondence between the Nabob Saadet Ali Khan and any foreign power or State shall be carried on with the knowledge and concurrence of the Company; and the Nabob Saadet Ali Khan agrees and promises, that no correspondence contrary to the tenor of this Article shall be carried on by him

ARTICLE 14

As the stipulations in the Commercial Treaty between the two States have not been enforced with due attention, particularly in the provisions of the Nabob Vizier, the contracting parties agree to exert their utmost endeavours to give force and effect to them.

ARTICLE 15.

The Nabob Saadet Ali Khan engages and promises that he will not entertain any Europeans of any description in his service nor allow any to settle in his country without the consent of the Company.

ARTICLE 16.

The Nabob Saadet Ali Khan agrees, that a suitable maintenance shall be provided for the reputed children of ~~the late Nabob Saadet Ali Khan~~ ul-Dowla and willingly promises to take them under his protection.

ARTICLE 17.

The Nabob Vizier-ul-Mowalt Saadet Ali Khan agrees, that he and his heirs, and the Government of the East India Company, shall maintain and support the

and strictly, all the Articles contained and settled in the present Treaty; and they both agree, that they will give the greatest attention to maintain between themselves, their dominions, and their subjects, this present Treaty and all the Articles settled by it; that all transactions between the two States shall be carried on with the greatest cordiality and harmony on both sides, and that the said Nabob shall possess full authority over his household affairs, hereditary dominions, his troops, and his subjects.

Kistbundi (or Instalment) for the payment of the Annual Subsidy.

1st kist, for the month of January, payable on the 1st of February	.	.	6,33,333	5	4
2nd kist, for the month of February, payable on the 1st of March	.	.	6,33,333	5	4
3rd kist, for the month of March, payable on the 1st of April	.	.	6,33,333	5	4
4th kist, for the month of April, payable on the 1st of May	.	.	6,33,333	5	4
5th kist, for the month of May, payable on the 1st of June	.	.	6,33,333	5	4
6th kist, for the month of June, payable on the 1st of July	.	.	6,33,333	5	4
7th kist, for the month of July, payable on the 1st of August	.	.	6,33,333	5	4
8th kist, for the month of August, payable on the 1st of September	.	.	6,33,333	5	4
9th kist, for the month of September, payable on the 1st of October	.	.	6,33,333	5	4
10th kist, for the month of October, payable on the 1st of November	.	.	6,33,333	5	4
11th kist, for the month of November, payable on the 1st of December	.	.	6,33,333	5	4
12th kist, for the month of December, payable on the 1st of January	.	.	6,33,333	5	4
TOTAL SICCA RUPEES			.	76,00,000	0 0

(Sd.) J. SHORE.

Persian
Seal.

Persian
Seal.

Signed, sealed, and interchanged at Lucknow, this Twenty-first day of February, in the year of Our Lord One Thousand Seven Hundred and Ninety-Eight, in the presence of—

J. LUMSDEN, Resident.

N. B. EDMONSTONE, P. T.

No. XLVI.

ENGAGEMENT executed by the NABOB SAADET ALI KHAN to the BHOW BEGUM (mother of the late NABOB AUSUF-UL-DOWLA) under the guarantee of the COMPANY,—7th February 1798.

The Nabob Vizier Saadet Ali Khan, being impressed with sentiments of the sincerest respect and regard for Her Highness the Bhow Begum, and fully

relying on her friendship and assistance in his affairs, whenever requisite, promises to show her every degree of respect and attention, and do everything to promote her convenience and comfort, as a proof of which the said Nabob shall be her, as said Nabob's cordial respect and attention towards Her Highness, he further consents, that the Mehals of Oude, Pated in the vicinity of Fyzabad, which have been ceded to her in jaghire, and that the Eng considered as guarantees to this Engagement in testimony whereof, the said Nabob has hereunto set his seal, and the Governor-General his signature.

No. XLVII.

TREATY between the HONORABLE the EAST INDIA COMPANY and HIS EXCELLENCY the NABOB VIZIER-UL-MOMALIK, YEMEEEN-OO-DOWLA, NAZIM-UL-MOOLK, SAADET ALI KHAN BEHAUDER, MOBAURIZ JUNG, for ceding to the COMPANY, in perpetual sovereignty, certain portions of HIS EXCELLENCY'S territorial possessions, in commutation of the subsidy now payable to the COMPANY by the VIZIER,—*10th November 1801.*

Whereas, by the Treaty now subsisting between His Excellency the Vizier and the Honorable the East India Company, the Company have engaged to defend His Excellency's dominions against all enemies, and to enable them to fulfil that Engagement His Excellency is bound by the aforesaid Treaty to pay to the Company, in perpetuity, the annual subsidy of seventy-six lakhs of Lucknow Sicca Rupees, and is further bound by the said Treaty to defray the expense of any augmentation of force, which, in addition to the number necessary to enable the His Excellency's dominions to be able that the funds for defraying these charges be established on a footing which shall admit of no fluctuation of either increase or decrease, and which shall afford satisfaction and security to the Company in regard to the regular payment in perpetuity of all such charges The following Treaty, consisting of ten Articles, is concluded, on the one part by His Excellency the Most Noble Marquis Wellesley, K P, Governor-General for all affairs, civil and military, of the British Nation in India, through the Honorable Henry Wellesley and Lieutenant-Colonel Scott, under full powers vested in them by the said Governor-General, for the His Excellency the Vizier, in the name of the Governor-General, and on the other part by the

Momalik, Yemeen-Oo-Dowla, Nizam-ul-Moolk, Saadet Ali Khan Behauder, Mobauriz Jung, on behalf of himself, and his heirs and successors, for ceding to the Honorable the English East India Company, in perpetual sovereignty, certain portions of His Excellency's territorial possessions in commutation of the former and augmented subsidy, and of all other sums of money now chargeable to His Excellency, on account of the Company's defensive Engagements with His Excellency.

ARTICLE 1.

His Excellency the Nabob Vizier hereby cedes to the Honorable the East India Company, in perpetual sovereignty, the undermentioned portions of his territorial possessions, amounting in the gross revenue to one crore and thirty-five lakhs of rupees, including expenses of collections, in commutation of the subsidy, of the expenses attendant on the additional troops, and of the Benares and Furruckabad pensions.

Statement of the Jumma.

Chuckla Korah, Kurrah, and Chuckla Etawah	55,48,577	11	9
Kehr and others	5,33,374	0	6
Furruckabad and others	4,50,001	0	0
Khairaghur and others	2,10,001	0	0
Azimghur and others, Azimghur, Mownaut Bunjun	6,95,624	7	6
Goruckpore and others { Goruckpore, etc.	5,09,853	8	0
and Butwal . . . { Butwal	40,001	0	0
	<hr/>		
	5,49,854	8	0
Soubah of Allahabad and others	9,34,963	1	3
Chuckla Bareilly, Asophabad, and Kelpoory	43,13,457	11	3
Nabob Gunge, Kehly, and others	1,19,242	12	0
Mohoul and others, with the exception of the Talook of Arwul	1,68,378	4	0
	<hr/>		
TOTAL JUMMA, LUCKNOW SA. Rs.	1,35,23,474	8	3

The above-mentioned mehals being ceded to the Honorable Company, as held by the Aumils, in the year 1206 Fussellee, no claims are to be hereafter made on account of villages or lands which in former years may have been added to or separated from the said mehals.

ARTICLE 2.

The subsidy which by the second Article of the Treaty of 1798, His Excellency engaged to pay to the Company (now that territory is assigned in lieu thereof and of the expenses of the additional troops) is to cease for ever; and His Excellency is released from the obligation of defraying the expenses of any additional troops which at any time may be required for the protection of Oude and its dependencies, whether of the countries

ceded to the Company or the territories which shall remain in the possession of His Excellency the Vizier

ARTICLE 3

The Honorable the East India Company hereby engage to defend the territories which will remain to His Excellency the Vizier, against all foreign and domestic enemies provided always, that it be in the power of the Company's Government to station the British troops in such part of His Excel-

sary for the purposes of the collections, and a few horsemen and nujeebs to attend the persons of the Aumils

ARTICLE 4

A detachment of the British troops, with a proportion of artillery, shall at all times be attached to His Excellency's person

ARTICLE 5

That the true intent and meaning of the 1st, 2nd, 3rd and 4th Articles of the Treaty may be clear, territorial cession, being in lieu the Company's defensive E whatever shall be made upo expenses which the Honorable Company may incur, by assembling forces to repel the attack or menaced attack of a foreign enemy,—on account of the detachment attached to His Excellency's person,—on account of troops which may occasionally be furnished for suppressing rebellions or disorders in His Excellency's territories—on account of any future change of military stations,—or on account of failures in the resources of the Ceded Districts, arising from unfavourable seasons, the calamities of war, or any other cause whatsoever

ARTICLE 6

The territories ceded to the Honorable Company by the first Article of this Treaty said Co

and be calculated to secure the lives and property of the inhabitants; and His Excellency will always advise with, and act in conformity to, the counsel of the officers of the said Honorable Company.

ARTICLE 7.

The district ceded by the first Article of this Treaty shall be delivered over to the Company's officers from the commencement of the Fussellee year 1209, corresponding with the 22nd of September A.D. 1801, and His Excellency will continue to pay the subsidy and the expense of the additional troops from his treasury, in the same manner as hitherto observed, until the Company's officers shall have obtained complete possession, from His Excellency's officers, of the countries so ceded; the Company will not claim any payment of subsidy from His Excellency's treasury, after their officers shall have obtained possession of the Ceded Districts.

ARTICLE 8.

The contracting parties, with a view of establishing such a commercial intercourse between their respective dominions as shall be mutually beneficial to the subjects of both States, hereby agree to form a separate Commercial Treaty; in the meantime it is agreed that the navigation of the Ganges and of all other rivers where they may form the mutual boundary of the two States shall be free and uninterrupted; that is to say, that no boats passing up and down the Ganges or other rivers, where they form the mutual boundaries of both States, shall be stopped or molested for duties, nor shall any duties be exacted from boats which put to in the possessions of either of the contracting parties, without intention of landing their goods: it shall, however, be in the power of both Governments to levy such duties as they may think proper on goods imported into, or exported from, their respective dominions, not exceeding the present usage; it is further stipulated, that no exemption from duties on articles purchased in His Excellency's reserved dominions for the consumption of the troops situated within the Ceded Territories shall be claimed, after they shall have been delivered over to the Company's officers.

ARTICLE 9.

All the Articles of former Treaties for establishing and cementing the union and friendship subsisting between the two States are to continue in full force, and all the Articles of the Treaty concluded by the late Governor-General, Sir John Shore, on the part of the Honorable the East India Company, and His Excellency the Vizier, in the year 1798, not annulled by this Treaty, are to remain in full force, and to continue binding upon both contracting parties.

ARTICLE 10.

This Treaty, consisting of ten Articles, has been settled and concluded through the Honorable Henry Wellesley and Lieutenant-Colonel Scott,

under the full powers vested in them by the Governor-General as aforesaid, with His Excellency the Vizier, in the City of Lucknow, on the 10th day of November in the year of Our Lord One Thousand Eight Hundred and One, corresponding with the second of the month of Rejib of the year Twelve Hundred and Sixteen Hegira

L S

(Sd) WELLESLEY

Seal of
Saadet Ali
Khan

Ratified by His Excellency the Most Noble the Governor-General, on the Ganges near Benares on the Fourteenth day of November 1801

(Sd) N B EDMONSTONE,
Secy to the Govt, Sec. and Pol Dept.

No. XLVIII.

MEMORANDUM of the final result of the discussions between HIS EXCELLENCY the MOST NOBLE the GOVERNOR-GENERAL and the NABOB VIZIER of Oudh, 1802.

On the 15th of February 1802, His Excellency the Nabob Vizier transmitted to the Governor General a paper of propositions, to which His Excellency required the Governor-General's assent and the Governor General, after full deliberation on the contents of the said paper, returned a distinct answer to each of the Articles therein detailed. His Excellency the Vizier, in a paper delivered on the 22nd of the same month, proposed certain modifications of the Governor-General's answers, and the original propositions, together with the Governor General's answers and the Vizier's proposed modifications thereof, were fully discussed at a conference holden between the Governor-General and His Excellency the Vizier, on the 24th of the same month. In consequence of this conference, it was mutually agreed

the Vizier At the same conference His Excellency the Vizier, adverting to
 "Article, that
 of Minister,
 and appoint
 pacity. The

*Propositions.**Answers.*

and without the requisite vouchers (Sunnud), appropriated since four years (a fact which Mr. Lumsden, Molary Golaum Kauder Khan, his Moonshee, and other creditable persons such as Almas Ali Khan, Daraub Ali Khan, and their respective vakeels, can substantiate, and are fully acquainted with, which Her Highness herself formerly acknowledged, which all the most creditable officers of the Circar, such as Jye Sookh Roy, &c., know, and a statement of which property is to be found upon their records, and the appropriation of which property occasions a considerable loss to me, at a time when I am not in a condition to sustain any loss) may be restored to me, and the profits which may have been collected from such property made over to me, so that my losses therein may be compensated. This will be in conformity to Her Highness' engagements. Let His Lordship have the goodness to transmit orders to the Honorable Henry Wellesley, upon the following points.

Not to afford protection to fugitives from my country, but to surrender such, when demanded by me, or else to expel them from it.

In the event of any of the dependants of my Circar applying for farms within the Ceded Districts to require such person to execute a writing, binding himself to take such farm only on condition that he is not in balance to the Circar.

There are several of my Aumils retaining lands in the Ceded Districts, who are in balance to the Circar, to give me credit in his accounts for the

All criminals will be reciprocal: but the subjects of both States, who shall not be accused of capital crimes, should have liberty to pass freely from one country to the other, and to be established reciprocally in either.

All balances, now or hereafter due to the Circar, to be adjusted within a reasonable time, and engagements to be taken to that effect from all persons in balance.

None of the Nabob's Aumils are now employed in the Ceded Provinces.

*Propositions**Answers.*

sums due by such Aumils, or else to deliver up those Aumils to me, that I may recover from them what is justly due, and then let them go. When they have settled their accounts with the Circar, Mr Wellesley will, of course, enter into such engagements with them as he may think proper.

There are many gardens and other property belonging to the Circar, in the country ceded for the charges of the troops, which are quite distinct from the revenue of the country, in the same manner for instance, as at this moment at Benares there is property belonging to me and still in my occupation. Let His Lordship have the goodness to direct that any property of that description in the Ceded Districts may be given into the possession of my people. A statement of the particulars of such property, gardens, &c, within the Ceded Districts, shall be given in.

I have been induced to cede the districts for the charges of the British Troops merely to gratify His Lordship, deeming it necessary so to do in consequence of Mr Wellesley's arrival, and resolving to conform to His Lordship's wishes, and to obey His Lordship's commands. Let strict orders be issued that no one may be permitted to injure or destroy any mosques, tombs, or imaumbarras, which now exist within those districts.

An engagement was contracted in paying to the Circar the money collected at the ghauts at Allahabad. Four years have now elapsed since that time, and though I have repeatedly made application to the Government upon this subject, nothing has been paid on that account. On several occasions a considerable sum has

Any property of this description which the Nabob shall satisfy the Lieutenant-Governor to belong to His Excellency will of course be delivered over to his servants.

Orders shall be issued accordingly.

*Propositions.**Answers.*

Let orders be issued for the payment of those monies agreeably to engagement.

Mr. Wellesley promised to send the Treaty; it has not yet, however, been received. Let His Lordship (or Mr. Wellesley) be reminded to send it.

The Nabob Vizier proposes that his son, Mirza Ahmed Ali Khan, be appointed to the situation of Minister for the affairs of his Government.

I hope from His Lordship's kindness that His Lordship will in my presence, explain all the foregoing points to the Resident, and direct him to act in conformity to them; and that His Lordship will also enjoin the Resident, after His Lordship's departure, to occasion no delay or impediment in my departure, whenever I may choose to set out, and to assist me in the preparations for my journey.

The Treaty has been sent.

The Governor-General concurs in this proposition, and considers Mirza Ahmed Ali Khan to have been appointed accordingly.

In conformity to His Excellency's desire, the proposed explanation and injunctions were stated to the Resident by the Governor-General, in His Excellency's presence on the 24th February.

The Governor-General now proceeds to state the general principles, by which the connection and intercourse between the two States are to be regulated henceforth.

By the terms of the Treaty concluded between the British Government and His Excellency the Vizier, on the 10th November 1801, His Excellency the Nabob's authority is to be completely established within his reserved dominions, and to be exercised through His Excellency's own officers and servants, the British Government having engaged to guarantee the establishment and exercise of His Excellency's authority within his reserved dominions, and the Governor-General will never depart from this engagement. His Excellency has engaged to establish within his reserved dominions such a system of administration as shall be conducive to the prosperity of his subjects, and be calculated to secure

*Propositions.**Answers.*

the lives and property of the inhabitants. The system of administration is to be carried into effect by His Excellency's own officers and servants, and by his own authority.

His Excellency has also engaged always to advise with, and to act in, conformity to the counsel of the officers of the Honorable Company.

In the establishment, therefore, of an improved system of administration within the reserved dominions and also in all affairs connected with the ordinary government of those dominions, and with the usual exercise of His Excellency's established authority the Vizier has engaged to advise with, the British Government, and to conform to its counsels.

Those counsels will always be offered to His Excellency in the form of friendly advice and in the spirit of reciprocal confidence, and of mutual regard and respect.

The Governor General, when the importance of the subject shall require, and the nature of the occasion shall admit his immediate intercourse with the Vizier, will offer the advice of the British Government to His Excellency, by a direct communication, either in person or by letter.

The British Resident at Lucknow, however, is the constituted local representative of the British Government, and the ordinary and established channel of communication in all cases whatever.

The Resident will, therefore, in the common course of business, offer to the Vizier the advice of the British Government, in the name of the Governor General, and in every case which may require the Resident

*Propositions.**Answers.*

to state such advice, it is to be received as proceeding immediately from the Governor-General.

Such advice will be offered by the Resident in all practicable cases, under the general or specific orders of the Governor-General.

The Resident must advise the Nabob with perfect cordiality, and must employ every endeavour to coincide with His Excellency in an uniform course of measures, and to unite sincerely with His Excellency, in carrying into effect, exclusively under His Excellency's authority, and through His Excellency's officers, those measures which shall be determined upon in conformity to the counsels of the British Government. In cases requiring the aid of the British Government, or the assistance of the British troops, they shall be employed according to the exigency of the occasion.

The Resident must conduct himself towards the Nabob Vizier, on all occasions, with the utmost degree of respect, conciliation, and attention, and must maintain cordial union and harmony in all transactions, and must endeavour to impart strength and stability to His Excellency's authority.

The Resident must never proceed to act in the affairs of the reserved dominions, without previous consultation with His Excellency or with his Ministers, and the Resident must, in the first instance, observe strict secrecy with regard to the subject of such consultations, until the measures to be adopted shall be finally determined.

Under these regulations, the Governor-General expects that the

*Propositions**Answers*

Nabob Vizier will act in conformity to the advice and representations of the Resident and as no question of difficulty remains between the British Government and His Excellency, the Governor General entertains a confident hope that no future vexation can occur in the transaction of affairs

(Sd) WELLESLEY

Secy to the
Governor
General

(Sd) N B EDMONSTONE,
*Secy to Government,
Secret and Pol Dept*

NO XLIX

TREATY with NABOB SAADET ALI,—14th January 1812

Whereas, disputes and contentions have arisen between the subjects of the Honorable Company and of the Government of His Excellency the Vizier, regarding the boundaries of their respective villages the possession of lands acquired by alluvion, and of islands formed in the rivers which constitute the frontier of the two States therefore, and with the view of settling and obviating such disputes at the present and in all future times,

y His Excellency the Nabob Vizier ul ul Moolk Saadet Ali Khan Behauder, rs and successors, and by Major John Daine, Resident at Lucknow by virtue of full powers vested in him for this purpose on the part of the Right Honorable Gilbert Lord Minto one of His Britannic Majesty's Most Honorable Privy Council and Governor General of all the British possessions in the East Indies, on the part of the Honorable the United East India Company and their heirs and successors

ARTICLE I

Every island and portion of ground which at the end of the Futeeliee year 1208 appertained to the Ceded Territory belong now to the British

Government, and every island and portion of land that appertained to the reserved dominions belong now to His Excellency the Vizier. Any island originally belonging to either State which shall, by inundation, disappear, shall, on its re-appearance, belong to that State whose property it originally was, although its form may be altered; and all villages and lands situated on the boundary of the two States which appertained at the above period to either of the States shall hereafter and for ever, without dispute, be the property of the State to which they belonged at that time.

ARTICLE 2.

If any river or stream forming the boundary of the two States shall, by gradually changing or receding from its present channel or course, occasion an alluvion or create an increase of land on either of the banks of such river, the land so gained by alluvion shall be the unquestionable property of the State whose territory is situated on the bank from which the river may have receded, notwithstanding any loss which may arise to the other party from the encroachment of such river on his territory.

ARTICLE 3.

All islands which have been formed in the channels of rivers or streams forming the boundaries of the two States since the end of the year 1208 Fussellee or which may hereafter be so formed, shall be adjudged to belong to the State on whose frontier the channel may be fordable, and in the case of the channels on both sides of the island being equal in point of depth, the island shall be considered to form a part of the territory of that State to which at any point it is the most contiguous.

ARTICLE 4.

In the case of a subsequent alteration in the course of the principal channel of a river or stream forming the boundary of the two States, that is, if the channel on either side of an island which was in the first instance deep, shall become shallow, and the channel, on the opposite side become deep, in this case the right to the island shall again be transferred to the State on whose boundary the channel is shallow, and the same rule shall be applied to eventual changes in the contiguousness and distance of islands from the territories of the two States. Further as, with a view to ascertain the comparative depth and breadth of the opposite channels of a river in which an island may be formed, the specification of a period is indispensable, the contracting parties do hereby stipulate and agree that the commencement of the season of the rubee be the specific period assigned in all cases of dispute for ascertaining the depth and breadth of the channels.

ARTICLE 5.

If at any time, as in the case of rivers or streams forming the common boundary which wind greatly in their course, an arm or portion of land shall

be separated from the territory of either State by the total alteration of the course of a river or stream, the land so separated shall belong exclusively to the State to whose territory it may by such alteration have been annexed, notwithstanding any territorial loss which may be sustained by the opposite party

ARTICLE 6

What has been agreed to in the foregoing Articles, relates merely to the prevention of disputes between the two States with respect to the lands alluded to in those Articles, and has no reference whatever to the rights of zemindars

ARTICLE 7

This Treaty, comprising seven Articles having been settled and concluded in the City of Lucknow, on the 14th of January in the year of our Lord 1812 the month of Zilhujja, of the year 1226 it has delivered to the Vizier one copy in sealed and signed by him, and His E. Major Baillie another copy, also in Persian and English, bearing His Excellency's seal and signature, and Major Baillie hereby engages to procure and deliver to His Excellency the Vizier, within the space of thirty days, a copy of the same, under the seal and signature of the Right Honorable the Governor General, when the copy under his own seal and signature shall be returned

(Sd) J BAILLIE,

Resident



This Treaty was ratified by the Governor-General in Council

NO L

ENGAGEMENT with the NABOB GHAZI-ODD-DEEN HYDER, VIZIER OF OUDH,—dated 12th July 1814

The friendship and alliance which so firmly and happily subsisted
 vizier ul-Momalik, Yemeen oo-Dowlah,
 behauder, Mobauriz Jung (whose soul
 Company's Government, are to be
 conducted as perfectly unimpeded, and shall meet with no interruption

Government, and every island and portion of land that appertained to the reserved dominions belong now to His Excellency the Virier. Any island originally belonging to either State which shall, by inundation, disappear, shall, on its re-appearance, belong to that State whose property it originally was, although its form may be altered; and all villages and lands situated on the boundary of the two States which appertained at the above period to either of the States shall hereafter and for ever, without dispute, be the property of the State to which they belonged at that time.

ARTICLE 2.

If any river or stream forming the boundary of the two States shall, by gradually changing or receding from its present channel or course, occasion an alluvion or create an increase of land on either of the banks of such river, the land so gained by alluvion shall be the unquestionable property of the State whose territory is situated on the bank from which the river may have receded, notwithstanding any loss which may arise to the other party from the encroachment of such river on his territory.

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All islands which have been formed in the channels of rivers or streams forming the boundaries of the two States since the end of the year 1208 Fussellee or which may hereafter be so formed, shall be adjudged to belong to the State on whose frontier the channel may be fordable, and in the case of the channels on both sides of the island being equal in point of depth, the island shall be considered to form a part of the territory of the State to which at any point it is the most contiguous.

ARTICLE 4.

In the case of a subsequent alteration in the course of the principal channel of a river or stream forming the boundary of the two States, that is, if the channel on either side of an island which was in the first instance deep, shall become shallow, and the channel, on the opposite side become deep, in this case the right to the island shall again be transferred to the State on whose boundary the channel is shallow, and the same rule shall be applied to eventual changes in the contiguousness and distance of islands from the territories of the two States. Further as, with a view to ascertain the comparative depth and breadth of the opposite channels of a river in which an island may be formed, the specification of a period is indispensable, the contracting parties do hereby stipulate and agree that the commencement of the season of the rubee be the specific period assigned in all cases of dispute for ascertaining the depth and breadth of the channels.

ARTICLE 5.

If at any time, as in the case of rivers or streams forming the common boundary which wind greatly in their course, an arm or portion of land shall

be separated from the territory of either State by the total alteration of the course of a river or stream, the land so separated shall belong exclusively to the State to whose territory it may by such alteration have been annexed, notwithstanding any territorial loss which may be sustained by the opposite party

ARTICLE 6

What has been agreed to in the foregoing Articles, relates merely to the prevention of disputes between the two States with respect to the lands alluded to in those Articles, and has no reference whatever to the rights of zemindars

ARTICLE 7

This Treaty, comprising seven Articles having been settled and concluded in the City of Lucknow, on the 14th of January in the year of our Lord 1812 corresponding with the 28th of the month of Zilhujj, of the year 1226 Hegira, Major John Baillie, Resident has delivered to the Vizier one copy of the same in English and Persian sealed and signed by him, and His Excellency the Vizier has delivered to Major Baillie another copy, also in Persian and English, bearing His Excellency's seal and signature, and Major Baillie hereby engages to procure and deliver to His Excellency the Vizier, within the space of thirty days, a copy of the same, under the seal and signature of the Right Honorable the Governor General, when the copy under his own seal and signature shall be returned

(Sd) J BAILLIE,
Resident

Saadet Ali
Khan's Seal

Resident's
Seal

This Treaty was ratified by the Governor-General in Council

NO L

ENGAGEMENT with the NABOB GHAZI-ODD-DEEN HYDER, VIZIER OF OUDH,—dated 21st July 1814

The friendship and alliance which so firmly and happily subsisted between His Excellency the Nabob Vizier ul Momalik, Yemeen oo Dowlah, Nazim ul-Moolk, Saadet Ali Khan Belauder, Mubauriz Jung (whose soul is in Paradise), and the Honorable Company's Government, are to be considered as perfectly unimpaired, and shall meet with no interruption

No. LI.

DEED of DEPOSIT executed by the BUHOO BEGUM,—1813.

L. S.

BEGUM'S

L. S.

BOOBOO SOODH BUTCHUN

Witnesses

and

L. S.

DARAB ALKE KHAN

This is an obligation in the manner of a Deed of Deposit by Her Highness the Bow Begum, daughter of Mootumen ood-Dowla Ishak Khan, deceased wife of Nawab Shooja-ood Dowla, deceased, and mother of the late Nawab Asuf-ood-Dowla, in favor of the Honourable Company's Government, whose guarantee for the security and protection of Her Highness, her friends and dependents, has long been established to the effect underwritten, *viz.* —

My jaghire, houses, property and goods of every description shall remain in my possession while I live, and I alone shall have the power of using them for the support and provision of those who are dear to me, my nephews and other

proper

a view to

and judgment, I hereby give and surrender in trust and deposit, to the Members of the Honourable Company's Government, the whole of the property and goods in ready money, household furniture, plate and jewels, &c, now in my possession, amounting to the sum of seventy lakhs of rupees, as particularly stated and described in a separate schedule under my seal, and whatever I may hereafter acquire and possess from this date till the day of my death, conferring and bestowing on the said Government the fullest power and authority over all my said property and possessions, for the purpose and with the intent that they, the members of the said Government, in consideration of their ancient friendship for me, and as they have done hitherto during my life time, do continue after my death to be the guardians and protectors of all those who are dear to me, my nephews, connections, eunuchs and other dependents, and do secure and preserve to my name, and to their heirs and successors allowances in money from the income of assigned to each of them respectively in a separate statement under my seal, that so they may be rendered independent of every other person for subsistence.

The British Government will further protect my said relations and dependents against all tyranny and oppression, and will support them in the unmolested possession of all such houses, gardens, bazars and shops, profits and perquisites of every description, as they may have occupied and enjoyed during my life, taking care that no person shall disturb either them or their heirs or successors in the occupation and enjoyment of those

SCHEDULE of the contents of the Treasury and apartments in the Palace of Her Highness the Bow Begum, under her Seal.

L. S.

GRAND TOTAL—SEVENTY LAKHS OF RUPEES.

In the house of the late Juvahur Alee Khan.

SIXTY-FOUR LAKHS, viz:—

In Rupees.

Sixty-one lakhs and forty-seven thousand five hundred and two Rupees.
Rupees . . . 61,47,502

In Gold Mohurs and Gold.

Two lakhs and fifty-two thousand four hundred and ninety-eight Rupees and fourteen annas, viz:—

15,448 Gold Mohurs,
valued at Rupees . 2,31,671 11½

1,279-2-4 tolas of
Gold, Rupees . 20,827 2½

Rupees . 2,52,498 14

Accumulated in the time of the late Juvahur Alee Khan, and deposited in the large room close to the Abdar Khana, locked and sealed with Her Highness' seal.

TWENTY-FIVE LAKHS AND SIXTY-FIVE THOUSAND FIVE HUNDRED AND EIGHT RUPEES, TWELVE ANNAS AND A HALF, viz:—

In Rupees.

Twenty-four lakhs fifteen thousand three hundred and ninety-eight, and four annas.

Rupees . 24,15,398-4 annas.

In Gold Mohurs and Gold.

One lakh and fifty thousand one hundred and eighty-two Rupees, eight annas and a half, viz:—

9,100 Gold Mohurs,
valued at Rupees . 1,32,711 1½

1,070-9-4 tolas of Gold,
Rupees . 17,466 7

Rupees 1,50,182 8½

Recent accumulation since the death of Juwahur Alee Khan.

THIRTY-EIGHT LAKHS AND THIRTY-FOUR THOUSAND FOUR HUNDRED AND TWENTY RUPEES, THREE ANNAS AND THREE-QUARTERS, viz.:—

<i>In Rupees.</i>		<i>In Gold Mohurs and Gold.</i>	
Thirty-seven lakhs thirty-two thousand one hundred and three Rupees, fourteen annas, viz.:—		One lakh and two thousand three hundred and sixteen Rupees, five annas and three-quarters, viz.:—	
Sicca Rupees of present currency	28,86,372 13 $\frac{3}{4}$	6,847 Gold Mohurs, valued at Rupees	98,955 10 $\frac{1}{4}$
Ditto of the 2nd sun	75,045 12	208.5 tolahs of gold, Rupees	3,360 11 $\frac{1}{2}$
Ditto 2nd ditto	8,650 0		
Corah and Rukabee Rupees	7,62,035 4 $\frac{1}{4}$	Rupees	1,02,316 5 $\frac{3}{4}$
Rupees	37,32,103 14		

*Places of Deposit of the Recent Accumulation.**

In the cellar below the Bara Durree, Gold Mohurs and Rupees	15,38,991 8
In a small apartment adjoining the Old Kutcherrie, Sicca and Corah Rupees	9,38,641 3 $\frac{1}{2}$
In the Hall of the Old Kutcherrie, Gold Mohurs and Gold, Sicca and Rukabee Rupees	5,44,771 15
In a small apartment of the house, in Gold Mohurs, Sicca and Corah Rupees	8,12,015 9 $\frac{1}{2}$
	38,34,420 3 $\frac{1}{2}$

* *N.B.*—The several sums of money deposited in the places above specified are contained in chests which are buried under the floors excavated for that purpose, and carefully covered over, so that no trace of the deposit appears.

(Sd.) J. BAILLIE,

Resident.

Places of Deposit.

In Her Highness the Begum's Palace called Mootee Muhl, viz.:—	
In a small apartment adjoining that in which she sleeps	} Jewels.
In a larger apartment, called the Toshakhana or Wardrobe	
In an apartment of the Cheenee Khana	} Utensils of gold, silver, and glass.

The whole of the property in money and jewels, &c., contained in those three places of deposit, is estimated by guess at the sum of six lakhs of rupees.

(A true translation.)

(Sd.) J. BAILLIE,

Resident.

The Obligation of Darab Ali Khan, received the 25th July 1813.

Witnesses L S BOOBOO SOODH BUTCHUN
and L S D A. K's
L S MEER AMEER HYOER.

Whereas Major John Bailhe, Resident at Lucknow, having this day attended in the presence of Her Highness the Bow Begum, received from Her Highness' hands a statement of the contents of her treasury, amounting to the sum of sixty four lakhs of Rupees, and was further informed by Her Highness that, besides the above mentioned sum, a lakh of Rupees in ready money, and jewels, etc., of the value of five lakhs of Rupees, are certainly in Her Highness possession, in apartments of her palace pointed out I therefore, hereunto subscribing, do hereby promise and engage, in the case of my surviving Her Highness the Begum, to deliver to the Honourable Company immediately after Her Highness' death, the whole of the sum above stated, of seventy lakhs of Rupees in money and jewels as specified, together with all further sums that may accumulate in Her Highness' treasury from this time till the period of her death, and of which a faithful account shall be rendered

In witness whereof, I have written this obligation on the 25th day of the month of Ru'ub 1228 Hijery
(A true translation)

(Sd) J BAILLIE, Resident.

Detailed statement of monthly allowances to the relations connexions, eunuchs, servants, dependents and slaves of Her Highness Ammut ooz-Zuhura, daughter of Ishak Khan, deceased, and of other necessary expenses, to be paid and defrayed in perpetuity to the persons and for the purposes specified from the principal and interest of her wealth, as particularly stated in a Deed of Deposit under her seal, dated the 26th of Ru'ub 1228 Hijery (25th of July 1813), in favour of the Honourable Company's Government—these allowances being in addition to and exclusive of, the pensions established of old and payable by the Vizier's Government to the several members of the Khas Muhl, to the families of Mirza Ali Khan and Salar li Khan, Akbur

— and seventy six Rupees per annum, or twenty four thousand seven hundred and forty eight Rupees per mensem.

BOOBOO SOODH BUTCHUN

L S
L S

Witnesses

L S.

DARAB ALI KHAN.

BEGUM'S.

To Beebee Lootf-oon-Nissa and other sixteen persons, ten thousand nine hundred rupees per mensem, viz. :—

	Rs.	a.	p.	Rs.	a.	p.
To Beebee Lootf-oon-Nissa						
„ her husband, Mirza Mohamed Tuckee Khan	1,500	0	0			
„ Mirza Hyder, her son	2,500	0	0			
„ Fatima Begum, her daughter	1,000	0	0			
„ Mirza Shahmeer, her son-in-law, son of Mirza Naseer	1,000	0	0			
„ Mumcola Begum, daughter of Mirza Naseer	1 500	0	0			
„ Nawab Mirza	1,500	0	0			
„ Nawab Beebee	200	0	0			
„ Abbass Mirza	200	0	0			
„ Nader Mirza	200	0	0			
„ Saheb Mirza	200	0	0			
„ Husrut Begum	200	0	0			
„ Nawab Bahadur	200	0	0			
„ Jaferee Begum	200	0	0			
„ Alea Jah	200	0	0			
„ Meean Husnoo	200	0	0			
	100	0	0			

To Mirza Cassim Alea Khan and others, seven nephews and a niece, three thousand six hundred and fifty Rupees, viz. :—

For himself	1,000	0	0			
To Mirza Akbur Alea Khan	1,000	0	0			
„ Mirza Aschur Alea Khan	1,000	0	0			
„ Mirza Choochur	100	0	0			
„ Mirza Mebtur	100	0	0			
„ Mirza Abbass	100	0	0			
„ Mirza Sooltan Alea Khan	100	0	0			
„ Jancee Khanum Sahibeh	150	0	0			

To Mohumdee Begum, the wife of Mirza Jaafur Alea, son of Mirza Alea Mahummed, and grandson of Mirza Akbur Alea Khan.

3,550	0	0
100	0	0

To Booboo Soodh Butchun and others, four persons, four hundred and fifty Rupees, viz. :—

To Booboo Soodh Butchun	200	0	0
„ Booboo Almass Kooar	50	0	0
„ Beebee Feiz-oon-Nissa	100	0	0
„ Mobaruck-oon-Nissa	100	0	0

To Mohummed Darab Alea Khan and others, nine thousand eight hundred and fifty-eight Rupees, viz. :—

450 0 0

To Darab Alea Khan, who has served me most faithfully and obediently to my entire satisfaction, the Tuppeh of Rokha, in my original jaghire of Salone in jaghire, or an allowance in money, per mensem, of Sc. Rs.

4,000 0 0

To Ameer oon-Nissa Begum
„ Bunnoo Sahibeh
„ Meer Mohummed Alea and Ahmud Alea

200 0 0
50 0 0
150 0 0

4,000 0 0
400 0 0

Carried over

...

19,400 0 0

To Mohummud Darab Alee Khan and others, viz.—contd.

	Brought forward	Rs. a. p.	Rs. a. p.
To Meean Turrub		60 0 0	19,400 0 0
" Meean Mubboob, Senior		60 0 0	
" Meean Khoosh Chushun		60 0 0	
" Meean Saadut		60 0 0	
" Meean Bosharut		60 0 0	
" Meean Dilawur		60 0 0	
" Meean Dowlut		60 0 0	
" Meean Mubboob, Junior		60 0 0	
" Meean Bukhtawur		30 0 0	
" Meean Pokhraj		30 0 0	
" Meean Nishat		30 0 0	
" Meean Maakool		30 0 0	
" Meean Yakoot		30 0 0	
" Meean Munzoor		30 0 0	
" Meean Khoorshaid		30 0 0	
" Meean Busheer		30 0 0	
" Meean Almass		30 0 0	
" Meean Zoolficar		30 0 0	
" Meean Farhut		30 0 0	
" Meean Shawkut		30 0 0	
" Seede Mubboob, Senior		30 0 0	
" Meean Hoosseyh		30 0 0	
" Meean Tumkeen		30 0 0	
" Kuobur		30 0 0	
" Akimund		30 0 0	
" Meean Umbar		30 0 0	
" Meean Naseem		30 0 0	
" Neekros		30 0 0	
" Belall		30 0 0	
" Latalut		30 0 0	
" Seede Mubboob, Junior		30 0 0	
" Sooltan Alee Khan		100 0 0	
" Sooltan, Senior		60 0 0	
" Meertjan, Senior		60 0 0	
" Khuwasus, female servants			
	100 @ 7 each, ie Rs.	700 0 0	
	300 @ 5 " "	1,500 0 0	
		2,200 0 0	
" 200 separs as a guard, at 4½ Rs.		900 0 0	
" Marjan, Junior		60 0 0	
" Emam Alee		50 0 0	
" Nazur Alee		30 0 0	
" Jaxfur Alee		30 0 0	
" Heddyut Hoosseyh		30 0 0	
" Aahed Alee		30 0 0	
" Bunden Alee		30 0 0	
" Seede Hussun		30 0 0	
" Punah Alee, Vakeel		200 0 0	
" Moonshee Soobhan Alee		100 0 0	
" Seyud Toorab Alee		100 0 0	
" Mirza Koochnuk		150 0 0	
" Beebee Khyr-oon-Nissa		9 0 0	
" Khoojyut-oon-Nissa		9 0 0	
		5,348 0 0	
Total, Rupees		24,748 0 0	

To Darab Alee Khan, for the purpose of erecting a mausoleum over the place of my interment, three lakhs of rupees.

To Darab Alee Khan, as nuzzurs to the shrines of Karbula, Nujufe Ashruff, and other holy places, one lakh of rupees.

To Darab Alee Khan, to defray the annual expenses of the said mausoleum, villages in the Pergunnah of Puchumrath, to the amount of Sicca Rupees ten thousand.

The stipend to the families of my brothers, Nawab Mirza Alee Khan and Nawab Salar Jung, to remain on the same footing as they have been since the time of the late Nabob Asuf-ood-Dowla, and the British Government will continue to aid and support them on all occasions; and if at any future period, on the death of the present incumbents, those stipends or a part of them should be resumed by the Vizier, the British Government is in this case to act as desired by the Deed of Deposit, that is, to grant a suitable allowance to the heirs of the persons deceased from the revenue of my jaghire or the residue of my property at its disposal.

The stipend of Mirza Cassim Alee Khan will also remain as heretofore since the time of the Nabob Asuf-ood-Dowla, and the British Government will assist and protect him on all occasions for my sake and in compliance with my earnest request; and if at any future period, on the death of the said Mirza Cassim Alee Khan, the whole or a part of his stipend should be resumed by His Excellency the Vizier, in that case the British Government is to act as desired in the Deed of Deposit, that is, to grant a suitable allowance in money to the heirs of the said Cassim Alee Khan, either from the revenue of my jaghire or the residue of my personal wealth.

The allowances of the Khas Muhl from the Mehals of Goonda to remain as heretofore, and to be paid to the members of the said Mehal agreeably to the separate list; and if at any future period the whole or any part of the stipends of Lootf-oon-Nissa, Mirza Mahummud Tuckee Khan, Mirza Naseer or their children should be resumed by the Vizier, the British Government is in that case to act as directed in the Deed of Deposit, that is, to grant an equal allowance in money from the revenue of my jaghire, or from the income of my personal property.

The allowances of the children and dependents of Mirza Jooma shall continue after my decease to be paid to them as heretofore, and if these allowances be resumed, the British Government will assign a suitable provision for those persons from my jaghire or my personal property.

The monthly allowance which was granted to Zufr-ood-Dowla, deceased, in lieu of his jaghire shall be secured to his children and dependents: or otherwise the British Government shall assign to them a suitable stipend from the revenue of my jaghire, or from the annual income of my property.

L. S.

BEGUM'S.

Dated the 26th of Rujub, 1228 Hijery.

(A true translation.)

(Sd.) J. BAILLIE, Resident.

List of the Pensions of the Khas Mehal, paid from the Mehal of Goonda
 Grand Total, One Lakh Ninety-Nine Thousand Six Hundred and Eight Rupees, Eight Annas

	Per mensam	Rs a p 2000 0 0	Per Annum	Rs a p 24000 0 0
To Agha Tackeo				
Looft Oon Nasa Begum	2 500			
For her elf	1 500			
For her son Mirza Jaffer	500			
For her daughter Fatima Begum	500			
	d tto	2,500 0 0	d tto	30,000 0 0
Agha Ghayna	d tto	500 0 0	d tto	6,000 0 0
Agha Nasser	d tto	1,500 0 0	d tto	18,000 0 0
Mirza Hujoo	d tto	600 0 0	d tto	7,200 0 0
Khyr Oon Nasa	d tto	30 0 0	d tto	360 0 0
Mirza Jaffer Hakeem	d tto	82 0 0	d tto	984 0 0
" The Relations &c. of Mirza Alee and of Mirza Jaffer Hakeem	d tto	166 10 9	d tto	2,000 0 0
Bundee Begum	d tto	450 0 0	d tto	5,400 0 0
Amlina Begum	d tto	450 3 0	d tto	5,400 0 0
Begum Sahab	d tto	200 0 0	d tto	2,400 0 0
Tuwukhool Sahaba	d tto	150 0 0	d tto	1,800 0 0
Injun Khanum	d tto	100 0 0	d tto	1,200 0 0
Anjoon Oon Nasa	d tto	100 0 0	d tto	1,200 0 0
Saba Khanum	d tto	100 0 0	d tto	1,200 0 0
Omdee Begum	d tto	75 0 0	d tto	900 0 0
" Hood een Begum	d tto	150 0 0	d tto	1,800 0 0
Museeta Begum	d tto	200 0 0	d tto	2,400 0 0
Sungee Begum	d tto	200 0 0	d tto	2,400 0 0
" Jumnee Begum	d tto	200 0 0	d tto	2,400 0 0
Mother of Hussun Alee Khan	d tto	85 0 0	d tto	1,020 0 0
Dependents of Buben Siu	d tto	100 0 0	d tto	1,200 0 0
The widows of Mirza Jaffer	d tto	300 0 0	d tto	3,600 0 0
Begum Sahaba	d tto	1,500 0 0	d tto	18,000 0 0
Imante Begum	d tto	150 0 0	d tto	1,800 0 0
" Fatima Begum	d tto	400 0 0	d tto	4,800 0 0
Ilnga Begum	d tto	450 0 0	d tto	5,400 0 0
Hussun Alee Khan	d tto	500 0 0	d tto	6,000 0 0
Sons of d tto	d tto	300 0 0	d tto	3,600 0 0
" Mirza Gurula	d tto	250 0 0	d tto	3,000 0 0
Mirza Bundhoo	d tto	900 0 0	d tto	10,800 0 0
Mohumud Alee Khan	d tto	200 0 0	d tto	2,400 0 0
Mirza Aboo Taleb	d tto	250 0 0	d tto	3,000 0 0
Agha Booroorog	d tto	245 0 0	d tto	2,940 0 0
" Mirza Hussun Ali Deo Hyder	d tto	500 0 0	d tto	6,000 0 0
Mehrum Alee Khan	d tto	100 0 0	d tto	1,200 0 0
Mirza Ibrahim	d tto	250 0 0	d tto	3,000 0 0
Abbass Kooloo Khao	d tto	125 0 0	d tto	1,500 0 0
Meeah Bussant	d tto	20 0 0	d tto	240 0 0
" Areeah Norooz	d tto	20 0 0	d tto	240 0 0
Meeah Muhubbutt	d tto	10 0 0	d tto	120 0 0
Meeah Hyder Alee	d tto	8 0 0	d tto	96 0 0
" Meeah Bahadur Alee	d tto	12 0 0	d tto	144 0 0
Ilsook Roy Mutsudden	d tto	7 0 0	d tto	84 0 0
Mirza Boosun Alee Noorzoo	d tto	7 0 0	d tto	84 0 0
" Meer Moortaza Hakeem	d tto	40 0 0	d tto	480 0 0
Khowassano	d tto	770 0 0	d tto	9,240 0 0

L. S.

(A true translation)

DARAS ALEE KFA C

(Sd)

J. BA. LIZ,
President

No. 5.

To

HER HIGHNESS THE BHOW BEGUM.

Written 29th October 1813.

I have the honor to acknowledge the receipt of Your 'Highness' letter to the address of the late Governor-General, the Earl of Minto, referring to the result of your communications with Major Baillie, who had proceeded to Fyzabad to receive Your Highness' commands; and Major Baillie has reported to me the substance of what passed at the several conferences with which you honored him during his residence at Fyzabad.

2. The arrangement which Your Highness has adopted in order to secure the due fulfilment of your wishes in favor of your relations and dependents is worthy of your acknowledged discernment and prudence, and will tend to enlarge and perpetuate the fame of your wisdom and piety; and it will, I trust, be the means of securing to the full extent your benevolent intentions. I will not conceal from Your Highness, however, that I should have felt more confidence on that subject if Your Highness had seen fit to place in the immediate charge of the British Government such a portion of your wealth as would be equal to the demand on that account, as suggested to you by Major Baillie. Your Highness may, however, rely on the just and punctual discharge, by the British Government, of the trust which you have confided to it, and may be assured that it will in all its measures consult the honor and reputation of Your Highness, and the comfort and security of those who have been so fortunate as to become the objects of your regard and affection.

For Your Highness' further satisfaction I have executed an instrument, which will be transmitted to Your Highness by the Resident at Lucknow, containing the unqualified confirmation and guarantee by the British Government, of the disposition of Your Highness' personal property, prescribed in the documents under Your Highness' seal, and attested by Darab Alee Khan and Baboo Sook Butchun, which were delivered to Major Baillie.

3. Your Highness is aware that the consent of His Excellency the Vizier must be obtained to the grant of villages in Pergunnah Puchumrath, and although it cannot be doubted that His Excellency will most readily comply with Your Highness' wishes in an affair in which Your Highness' satisfaction and his own reputation are equally concerned, it must be obvious to Your Highness that the British Government can only engage to employ its utmost influence with His Excellency to obtain his consent to the desired arrangement. I have accordingly instructed Major Baillie to obtain, at a fit season, His Excellency's acquiescence, and I have no doubt that at an early period he will be enabled to make a communication to Your Highness on the subject, which will be entirely satisfactory to your mind.

4. I request Your Highness to accept the assurances of the unalterable respect and attachment of the British Government, and to repose implicit confidence in its zeal and anxiety for your interest and comfort.

DRAFT of ENGAGEMENT to HER HIGHNESS the BHOW BEGUM.

Her Highness the Bhow Begum having by an instrument bearing her seal, and duly attested by with the British Government the whole that Government to provide for the extent and in the manner specified in a separate paper, also sealed with Her Highness' seal and witnessed as above and for other purposes expressed in those papers and Her Highness having moreover delivered to the Resident at Lucknow a Schedule under her seal, specifying the estimated amount and value of her property in money and jewels, and the places in which it is deposited the Governor General hereby confirms and guarantees the possession of Her Highness' personal property prescribed in the document

ing possessor

favor of her relations

mentioned in those papers shall as far as depends on the British Government be carried into early and complete effect and the Governor-General further engages to employ the utmost influence of the British Government to obtain from His Excellency the Vizier the grant in perpetuity of villages in the Pergunnah of Puchumrath of the annual jumma of Rupees 10,000, in the name of Darab Alee Khan according to Her Highness' desire The Governor General moreover promises to afford the countenance and protection of the British Government to Her Highness' relations and dependents, and to maintain them and their posterity in the possession of the provisions which Her Highness has devised to them

Done at Fort William, this 29th day of October 1813

No 2

To

HIS HIGHNESS THE NABOB REFAUT-ODD-DOWLAH.

Written the 19th July 1814

A considerable time has elapsed since I received the orders of Government to submit to the notice of Your Highness' father of His Majesty the objects and result of

Fyzabad, at the request of

and August last. My desire

first instance, by the necessary preparation of copies of a number of documents of a secret and important nature the transcription of which could only be entrusted to the most confidential of my native servants, and subsequently by

the

fact,

forms the ground work of this address to Your Highness, and was intended to have been delivered on the 12th instant, at a conference which was fixed for that day.

The documents which I now submit to Your Highness are so very explicit in their tenor, and so fully descriptive of the just and natural objects to which they refer, as to render comments on my part superfluous; and the explanations with which I am charged by the Government being calculated rather to meet eventual enquiries on the part of His Excellency the late Vizier, than to answer any immediate purpose of our Government in this communication, may, with obvious propriety, be reserved for an occasion of personal conference hereafter, if the subject of the documents enclosed should appear to Your Highness to require it.

Your Highness is probably aware of the original intention of Her Highness the Bhow Begum, announced in a manner the most solemn to the Most Noble the Governor-General Marquis Wellesley, through the medium of the late Colonel Scott, to transfer the whole of her property, real and personal, including the revenues of her Jaghire, which Her Highness considered as the free and irrevocable gift of her husband, the late Nawab Soojah-ood-Dowlah, to the Honorable Company's Government, and to constitute that Government her sole heir and executor at her death.

The just right of Her Highness the Begum to confer, and of the Honorable Company's Government to accept, the character and privileges of Her Highness's heir and executor, with a reference to her personal property, could never be reasonably doubted; and Your Highness will duly appreciate the motives of extraordinary consideration which induced our Government to reject a proposal so honorable and advantageous to itself, on the part of Her Highness the Begum, and to recommend to her an arrangement which must combine the most essential benefit to Your Highness, as well as a due regard for your rights, with the accomplishment of the Begum's most laudable and benevolent purposes in favor of her relations and dependents.

That all these objects have been attained by the result of my proceedings at Fyzabad, as explained in the accompanying documents, Your Highness cannot fail to observe; and you will now experience without alloy the satisfaction which I promised to your august father, when I should be authorized to communicate for his information the arrangements which I concluded with the Begum, and which the Right Honorable the Governor-General in Council has been pleased to ratify and confirm.

Your Highness' cheerful acquiescence in that part of the arrangement referred to, which provides for the honorable interment of Her Highness the Begum's remains, when it shall please God to remove her from this transitory state, cannot for a moment be doubted; and to this particular clause in the instrument under Her Highness' seal, and another intended to provide for, what I consider as an impossible case, the disposition of Your Highness' mind to discontinue or resume, at their death, the allowances of the Begum's relations, enjoyed under Your Highness' government, I have been commanded by His Excellency the Right Honorable the Governor-

General in Council to solicit your early attention, and to request a communication of your sentiments and intentions with regard to them at as early a period as may be practicable

The peculiar nature of the documents which I have the honor of transmitting to Your Highness, and more particularly the wish of Her Highness

present, and of Your Highness observing the same degree of secrecy with regard to the provisions of Her Highness the Begum's Will, which I have invariably practised since that instrument was committed to my charge

(A true copy)

(Sd) J BAILLIE,

Resident

FROM

HIS HIGHNESS THE VIZIER

Received the 4th of August 1814

I have had the pleasure of receiving your letter of the 19th ultimo, with its enclosures stating that 'you had received the orders of His Excellency the Right Honorable the Governor General to communicate the result of your proceedings at Fyzabad, &c, &c, and I have perused the papers which you transmitted to me with the greatest care and attention

Of a truth this Government had never, and can never have, such a firm friend and ally—so sincere and disinterested in its friendship as the Honorable Company's Government, who regardless of its own advantage, has re-

justly guaranteed Words are inadequate to express the sense which I entertain of this conduct, and of course I most cheerfully acquiesce in the arrangements which His Lordship has proposed to me, regarding the assignment of lands in Puchumrath, for the expenses of the Begum's mausoleum, and the other purposes of her Will Accordingly I hereby engage that, when it shall please Almighty God to remove my venerable grandmother from this transitory scene, villages in the District of Puchumrath, yielding a revenue of ten thousand rupees per annum, shall be set apart and granted to the mausoleum, and further that the relations enjoy and continued to them and

their heirs in perpetuity, without any deduction whatever. Considering you as my sincere friend and well-wisher, I request you to report these engagements for His Lordship in Council's satisfaction, without any delay.

(A true translation.)

(Sd.) J. BAILLIE,

Resident.

NO. LII.

FROM

HIS EXCELLENCY THE VIZIER.

Received 28th November 1814.

In my letter of the 5th of Zee Hijjeh (19th instant) I transmitted to you a statement of the pensions to be hereafter paid from your treasury, excluding those of Teyyuba Begum and her relations. On further consideration it seems proper that, according to your original suggestion, Teyyuba Begum should be included in the list, and it is further my present desire that the allowance of Ramazan Alee Khan should be added, making in all, as per the sealed statement enclosed, a sum of six lakhs and fifty-one thousand Rupees per annum, for which a provision shall be made. I therefore write to desire that the purport of this letter and statement be submitted by you to my respected uncle, the Right Honorable the Governor-General Lord Moira, and in the case of His Lordship's approval that the monthly stipends of all the persons named in the statement be issued hereafter from the Honorable Company's Treasury, beginning with the first of the present month of Zee Hijjeh, 1229 Hijery (14th November 1814), and that their receipts be transmitted to me. Let my former sealed statement be returned.

(A true translation.)

(Sd.) J. BAILLIE,

Resident.

An account of the Pensions payable from the interest of one crore eight lakhs and fifty thousand Rupees, given as a loan to the Honorable Company's Government at 6 per cent per annum, to commence from the 1st of Zehseejja 1229, corresponding with the 14th of November 1814—Interest monthly, 54,250—Ditto annually, 6,51,000

PART ONE.	Monthly	Annually
His Royal Highness Mirza Soleyman Shekoh The Nawab Shums-ood Dowlah, with family and dependents, viz —	<i>Rs. a p</i> 6 000 0 0	<i>Rs. a p</i> 72 000 0 0
His former allowance	<i>Rs. a p</i> 14,171 14 0	
Increased ditto	2,494 12 6	
The dependents of the late Shums oon Nissa Begum 15 In number	16 666 10 6	2 00 000 0 0
Mirza Shahamat Alee Khan	4 000 0 0	48 000 0 0
Mirza Mendoo	2 800 0 0	33 600 0 0
The family of the late Mirza Alee Khan and C. 1. 1.	1,647 0 0	19 764 0 0
6 749 13 9		
Do, &c, Banno Begum Shems oon- Nissa and Farzana Khanum	22 0 0	
Mirza Cassim Alee Khan viz :— His former allowance	2,847 10 6	
Increased ditto	551 5 6	
Akbar Alee Khan and Usghur Alee Khan	3 399 0 0	40 783 0 0
Teyubhan Begum and 14 persons, viz :— Allowance	2,109 6 0	25,312 8 0
Deduct fees at the Treasury	3,299 2 6	
33 0 0		
Mirza Ramzan Alee Khan	3,266 2 6	39,193 14 0
Deduct fees at the Treasury	4 900 0 0	
49 0 0		
Hoseyn Alee Khan son of the late Hyder Beg Khan, 42 persons	4 851 0 0	58 212 0 0
Dependents of the late Tehseen Alee Khan, 19 persons	2 000 0 0	24 000 0 0
775 0 0		9,300 0 0
Balance	54 242 0 9	6 50 904 9 0
	7 13 3	95 7 0
Rupets	54,250 0 0	6,51 000 0 0

(A true translation)

(Sd) J BAILLIE,

Resident.

Camp Kurnaul, the 2nd January 1815.

I do hereby acknowledge that His Excellency the Nabob Vizier-ool-
 (Persian version omit. Mumalik, Refaut-ood-Dowlah, Rusee-ool-Moolk,
 ted) Mirza Ghazee-ood-Deen Hyder Khan Behaudur,
 Shahamut Jung, did, on the 24th day of December last, pay into the Honorable
 Company's Treasury at Lucknow, the sum of Lucknow Sicca Rupees (Luck-
 now Sicca Rupees 58,50,000) fifty-eight lakhs and a half,* which is to be
 accounted for to His Excellency or order in manner following:—Interest on
 the principal, at the rate of six per cent. per annum from that date to the
 30th June 1815, will be paid to His Excellency at the Honorable Company's
 Treasury at Lucknow, or at his option, be added to the principal, His Ex-
 cellency paying or receiving the fraction of 100 Lucknow Sicca Rupees, so
 that the amount may be brought to even hundreds, and for the principal
 alone, or with interest so added, as the case may be, a Promissory Note, to
 be dated the 30th of June 1815, will be granted, paying conformably to the
 conditions of the advertisement published in the *Calcutta Gazette* of the
 1st of July 1814.

L. S.

(Sd.) MOIRA.

By His Excellency the Right Honorable the Governor-General.

(Sd.) C. M. RICKETTS,

Secy. to the Governor-General.

By His Excellency the Right Honorable the Governor-General.

(Sd.) G. SWINTON,

Persnl. Secy. to the Governor-General.

* The acknowledgment for the other half crore cannot be found.

No. LIII

TREATY between HIS EXCELLENCY the NABOB VIZIER-UL-MOMALIK REFAUT-OD DOWLAH, RUFER OOL MOOLK, GHAZEE-OD-DEEN, HYDER KHAN BEHAUDER, SHEHAMUM JUNG and the BRITISH GOVERNMENT, for the transfer to His Excellency of the District of KHYREEGUR and of certain lands conquered by the British Government from the RAJA of NEPAUL in commutation of HIS EXCELLENCY'S second loan to the BRITISH GOVERNMENT, and for the exchange of the Pergunnah of HANDIA, belonging to HIS EXCELLENCY the VIZIER, for that of NABOBGUNGE, belonging to the BRITISH GOVERNMENT settled by HIS EXCELLENCY the NABOB VIZIER on his own part, and by RICHARD STRACHEY, BRITISH RESIDENT at the COURT of HIS EXCELLENCY, on the part of the BRITISH GOVERNMENT, in virtue of full powers vested in him by HIS EXCELLENCY the RIGHT HONORABLE the EARL of MOIRA, K G, GOVERNOR-GENERAL in COUNCIL, &c, &c —*1st May 1816*

ARTICLE 1

The British Government hereby cedes to His Excellency the Vizier in full and perpetual sovereignty the District of Khyreegur, also the low lands between Khyreegur and the hills and those between His Excellency's territory further to the eastward and the hills, that is, the whole of the late Goorka possessions below the hills, extending on the west from the River Gogra to the British District of Goruckpore on the east, and bounded on the south by His Excellency's possessions and the District of Khyreegur, and on the north by the hills. The Goorka orders of surrender of that tract will accordingly be made over to His Excellency the Vizier, and the British Government hereby engages to establish His Excellency's authority in the above mentioned territory.

ARTICLE 2

His Excellency the Nabob Vizier, in return for the cession mentioned in the preceding Article, hereby annuls the debt of the British Government owes, being the total amount of His
during the last year, the interest
His Excellency's receiving possession of Khyreegur and the conquered lands above mentioned, when the acknowledgments granted to His Excellency will be returned

ARTICLE 3.

His Excellency the Nabob Vizier hereby cedes to the British Government the Pergunnah of Handia (otherwise called Kewye), which forms part of His Excellency's District of Pertabgur, and which intervenes between the British Districts of Jaunpore, Meerzapore, and Allahabad; and the British Government cedes to His Excellency in exchange the Pergunnah of Nabobgunge, which forms part of the District of Goruckpore, or a piece of territory, the revenue of which may be equivalent to that of the Pergunnah of Handia.

ARTICLE 4.

The British Government engages that, after the establishment of His Excellency's authority in the District of Khyreegur and in the conquered lands above-mentioned, if any disturbances arise, from whatever cause, they will effectually suppress them, and if, notwithstanding the co-operation and support of the British Government, His Excellency should be deprived of those possessions, other lands yielding the same revenue shall be given to His Excellency.

This Treaty, consisting of four Articles, having been settled by His Excellency the Nabob Vizer for himself, and by Richard Strachey, Resident at the Court of Lucknow, on the part of the British Government, the Resident at Lucknow has delivered one copy thereof in Persian and English, signed and sealed by him, to His Excellency the Vizier, from whom he has received a counterpart, also duly executed by His Excellency. The Resident engages to procure and deliver to His Excellency the Vizier a copy of the same, under the seal and signature of His Excellency the Right Honorable the Governor-General, when that executed by the Resident will be returned.

Done at Lucknow, on the 1st of May 1816, corresponding with the 2nd of Femmady-oo-Sanee, 1231 Hegira.

Seal of
Ghazeo-ood-
deen Hyder.

Seal of
the Governor-
General.

(Sd.) MOIRA.
„ N. B. EDMONSTONE.
„ A. SETON.
„ G. DOWDESWELL.

Ratified on the 11th of May 1816, by His Excellency the Right Honorable the Earl of Moira, K.G., Governor-General in Council.

(Sd.) JOHN ADAM,
Secretary to Government.

No. LIV.

AGREEMENT between HIS MAJESTY ABOO-UL-MOZUFFUR MORZOOD DEEN GHAZEE-OD DEEN HVOER SHAH, KING of OUOE, and the BRITISH GOVERNMENT on account of a sum which the former has given as a loan to the HONORABLE COMPANY, settled by His MAJESTY on his part, and by M. RICKETTS, ESQ., RESIDENT at the COURT of the KING of OUDE, on the part of the BRITISH GOVERNMENT, in virtue of full powers vested in him by the RIGHT HONORABLE WILLIAM PITT, LORD AMHERST, GOVERNOR-GENERAL IN COUNCIL, &c, &c, —17th August 1825

ARTICLE 1

His Majesty the King of Oude has given as a loan for ever, to the Honorable Company, one crore of Rupees the interest whereof being five lakhs of Rupees per annum, will be paid from the 1st of Mohurram, 1241 Hegira, to the persons hereafter particularized, by monthly instalments and the interest of this sum will always remain at five per cent per annum though the British Government may reduce their interest below or raise it above the aforesaid rate

ARTICLE 2

This loan is made in perpetuity the sovereigns of the Kingdom of Oude shall never have the power to take it back, nor shall they exercise any interference with its interest

ARTICLE 3

The British Government guarantees that it will pay for ever the monthly sums hereafter mentioned out of the interest of the above loan, to the persons set down in this instrument, in the current coin of the place where they may reside, without any deduction whatever

ARTICLE 4

The Honorable Company will always protect the honor of the stipendiaries, who will be paid out of this fund, and it will be the protector of their possessions, such as houses and gardens (whether bestowed by the King of Oude, or purchased or built by themselves), from the hands of the sovereigns and their enemies, and in whatever city or country they may be, their allowances will be paid to them there

ARTICLE 5

This Agreement having been settled by His Majesty the King of Oude for himself and by M Ricketts, Esq, Resident at the Court of Lucknow, on the part of the British Government, the Resident at Lucknow has delivered one copy thereof in Persian and English, signed and sealed by

sons, daughters, and wives makes no will, in that case tl

signed to his wife, one son, and a below, are also to be continued in Nabob may bequeath to them out of hem in perpetuity separately, and, in like manner, if a will be not made, shares are to be given to these three persons from the Nabob's allowance according to law

Nabob Begum, the wife of Nabob Moatummud-ood-Dowla, Rupees two thousand (Rs 2,000)

This allowance is to be paid to her during her life-time, and after her death to be paid to her lawful heirs, in perpetuity, according to the laws of inheritance, in conformity to the tenets of the Shecas

Nabob Aulecah Begum, the daughter of the said Nabob, Rupees one thousand (Rs 1,000)

According to the foregoing rule

Ameen ood-Dowla Behauder, son of the Nabob, Rupees two thousand (Rs 2 000)

Ditto ditto ditto

Done at Lucknow, the 1st Mohurram, 1241 Hegira, corresponding with the 17th August 1825

(Sd) MOROANT RICKETTS, Resident
, AMHERST
" J H HARRINGTON
" W B BAYLEY

Ratified by the Right Honorable the Governor General in Council at Fort William in Bengal the Thirtieth day of September, One Thousand Eight Hundred and Twenty-five A. D

(Sd) GEO SWINTON,
Secretary to Government.

No. LV.

TREATY containing eight ARTICLES with HIS MAJESTY the KING of OUDE, and the GOVERNMENT of the HONORABLE the EAST INDIA COMPANY, through M. RICKETTS, ESQUIRE, RESIDENT at LUCKNOW, in respect to a sum HIS MAJESTY has advanced in loan,—1st March 1829.

ARTICLE I

His Majesty the King of Oude has paid, and the Governor-General in Council on the part of the East India Company has received, in loan, the sum of Lucknow Sicca Rupees sixty-two lakhs and forty thousand

ARTICLE 2.

On the said principal sum, interest at the rate of 5 per cent. per annum in quarterly payments, according to the English months, shall be paid from the treasury of the Resident.

ARTICLE 3.

The total of the yearly interest is three hundred and twelve thousand Rupees. This shall be paid in pension in four equal instalments, and in the proportions specified, to the following persons, during life, on their receipts under seal:—

	Per mensem.	Per annum.
Nabob Mulky Zemana	10,000	1,20,000
„ Tauj Muhl	6,000	72,000
„ Mookhuddaree Aulia	6,000	72,000
„ Sultan Aulia, sister of the Prince	4,000	48,000
	<u>26,000</u>	<u>3,12,000</u>

ARTICLE 4.

When any of the above pensioners may die, leaving an heir or heirs, at its election, the English Government may continue, as before, the pension to the heirs of the deceased, or make over to them the principal sum proportionate to the pension in question, according to the rate before-mentioned.

ARTICLE 5.

Should any of the said pensioners, or succeeding her, her issue, die before His Majesty without heirs, in that case the lapsed pension will revert to His Majesty.

ARTICLE 6.

Should any of the said pensioners above-named reside in the territory of the English Company, the Resident at Lucknow shall remit to her there her established pension.

ARTICLE 7.

The said pensioners, and after them their issue, who, on their decease, may first succeed to their respective pensions, shall always experience the special favour and kindness of the British Government, and it will be the duty of the Resident for the time being to treat them uniformly with respect and attention, and exert his good offices on all occasions in their behalf.

ARTICLE 8.

The Resident will apply to the Right Honorable the Governor-General in Council for a document to the effect of the foregoing, under his seal and signature, and deliver the same when received to His Majesty.

Given on the 1st March 1829, corresponding with the 24th Shaban 1244 Hegira.



(Sd) M. RICKETTS, Resident.
 „ W. C. BENTINCK.
 „ W. B. BAYLEY.
 „ C. T. METCALFE.

Ratified by the Right Honourable the Governor-General in Council, at Fort William in Bengal, the Eighth day of May, One Thousand Eight Hundred and Twenty-Nine.

(Sd.). A. STIRLING,
Secretary to Government.

No. LVI.

DEED OF AGREEMENT between the KING OF OUDE and the BRITISH GOVERNMENT, concerning the deposit of three lakhs (3,00,000) of Rupees, the interest to be given in perpetuity to the poor of Lucknow,—12th December 1833.

First.—Seeing that deeds of charity and mercy are by the King of Kings, the Great Creator of all things, commanded to be done of all men: and that particularly from Kings and Governors, who are distinguished among men and entrusted by Providence with wealth and riches, and with ample means whereby to provide for the protection, necessities and comforts of God's people, does an all-seeing Providence look for deeds of benevolence and charity: and, further, seeing that the vanities of life are fading, and

endow a charity, which shall relieve the poor of his capital, the city of Lucknow, now and through future generations, and remain a remembrance of his name and of his reign in after ages.

Second.—To this end, the King of Oude hereby places in the Residency treasury the sum of three lakhs (3,00,000) of Rupees, to be lodged in the four per cent. loan of the British Government, the interest of which, being 12,000 Rupees per annum, is to be paid at the rate of one thousand (1,000) Rupees a month to the poor in perpetuity.

Third.—It shall not be optional with the future Rulers of Oude, or with any power whatever, to resume this money or to appropriate it to any other purpose; on the contrary, it is placed under the guarantee of the British Government, for the express end that it may for ever remain to be distributed to the poor, in the name of His present Majesty, and its denomination shall be the charity of "Nuseer-ood-Deen Hyder, King of Oude."

Fourth.—The King of Oude reposing great confidence upon the stability and good faith of the British Government, entirely entrusts the charity to the management and discretion of the Right Honorable Lord William Cavendish Bentinck, G.C.B., Governor-General, and to all future Governors-General of British India, under whatsoever denomination they may rule, and requests that they may be pleased to authorise their Residents or representatives at this Court to distribute the interest to real objects of charity, such as the lame, the maimed, the blind, the helpless aged, the lepers, and those who are destitute; this will be an act acceptable to God and praised of men. To the watchful care of Providence, therefore, and to the known honor and good faith of the British Government is this charity committed, in the hope that through the same kind Providence, in all future generations, so long as this world lasts, the money may be devoted solely and entirely to the support of God's poor.

Fifth.—The Right Honorable Lord William Cavendish Bentinck, G.C.B., &c., Governor-General of British India, hereby, on the part of the British Government, entirely approving of His Majesty's charitable intentions, guarantees that the interest of the sum of three lakhs (3,00,000) of Rupees, at four (4) per cent., amounting monthly to one thousand (1,000) Rupees, shall, from the 1st May 1883, be paid in perpetuity to the poor of Lucknow, in accordance with the benevolent intentions set forth by the King of Oude in the foregoing Articles.

Done this Twelfth day of December, Eighteen Hundred and Thirty-three (1833), at Fort William in Bengal.

No. LVII.

TREATY between the HONORABLE EAST INDIA COMPANY and HIS MAJESTY ABDOOL FUTTEH MOEEN-OD-DEEN NOW-SHERE-WANI-AUDIL SULTANI ZAMAN MAHAMMUD ALLI SHAH, KING of OUDE,—11th September 1837.

Whereas by the subsisting alliance between the Honourable the East India Company and the Oude States, the British Government is bound to

defend the Oude Territories against foreign and domestic enemies, the Sovereign of Oude engaging to retain in his service only a small specified number of troops and whereas, while the British Government has faithfully and scrupulously performed the obligations so imposed on it, the engagement on the part of the Oude State has been habitually infringed, there being now in the employment of His Majesty the King of Oude a large and expensive military force, and whereas experience has shown that the execution of all the provisions of the Treaty of 1801 is attended with serious difficulty, and it is desirable and proper that a modified arrangement, consistent with the principles of that Treaty, and conducing to the prosperity

restrie-
esty the
dequate
portion of the increased force shall be placed under British discipline and control, so as at once to promote the general interests of the Indian Empire, and in particular the dignity and safety of the King, providing at a reduced cost for the efficiency of his national military establishment and whereas Article 6th of th
always advising
of the Honourab

rs
such
a system of administration (to be carried into effect by his own officers) as shall be conducive to the prosperity of his subjects, and be calculated to secure the lives and property of the inhabitants, but provides no remedy for the neglect of that solemn and paramount obligation and whereas the infraction of this essential engagement of the Treaty and inattention to the first duty of a Sovereign on the part of several successive Rulers of Oude, have been continued and notorious, and have ever exposed the British Government to the reproach of imperfectly fulfilling its obligations towards the Oude people, and it is therefore just and proper that the defect alluded to in Article 6th of the Treaty aforesaid should be rectified, the following provisions have accordingly been arranged and concluded on the one part by Lieutenant Colonel John Low, Resident at the Court of Lucknow, in the name and, Governor-General of
Futteh Moeen-Ood-Deen
Ali Shah, King of Oude,
to hold good from genera-

ARTICLE 1

Article third (3rd) of the Treaty, dated the tenth of November, one thousand eight hundred and one, is hereby cancelled, and His Majesty the King of Oude may employ such a military establishment as he may deem necessary for the government of his dominions His Majesty engages, however, to make a suitable reduction of his establishment, when it may appear to the British Government, from its pressure on the finances of the country or other causes, to be obviously excessive

ARTICLE 2

The Honourable East India Company engages, as before, to defend the Oude State against all foreign and domestic enemies, but it will be proper

and advisable that His Majesty the King of Oude shall organize, as a part of his augmented military establishment, a disciplined force for the general support of his authority within his dominions.

ARTICLE 3.

The King of Oude agrees that the portion of his troops, to be organized as stipulated in the preceding article, shall consist of not less than two regiments of cavalry, five of infantry, and two companies of golundauze, for whose regular payment a suitable arrangement will be made.

ARTICLE 4.

The Government of Oude will fix the sum of sixteen (16) lakhs of Rupees per annum for the expenses of the force, stipulated to be maintained in the third (3rd) Article of this Treaty, including their pay, arms, equipments, and public buildings of the cantonments, &c., and as this force is so to be organized, as to ensure its efficiency for all descriptions of service, it will be open to future decision whether it may be advisable (with the consent of both governments) to have a small party of horse artillery, instead of a few of the horsemen, and a small body of pioneers, instead of a few infantry sepoys; but it is a settled compact between the two States that the expenditure on account of this new force, whatever may be its organization, shall not exceed sixteen (16) lakhs of Rupees, including every description of expense connected with it. And also, in consequence of this year being one of great scarcity, and the expenditure of the Oude Government being very great, owing to its having to pay up a large amount of arrears due to troops and establishments, greater than usual, it is on these accounts hereby settled that for a period of eighteen (18) months, reckoning from the first of September, one thousand eight hundred and thirty-seven, the organization of the new force shall not be commenced; and accordingly that no demands shall be made upon the Oude Government for money to pay the above-mentioned troops until the first of March, eighteen hundred and thirty-nine.

ARTICLE 5.

The British Government hereby engages to supply, and the King of Oude to take into his service, an adequate number of British Officers, to be constantly employed with such force for the purpose of maintaining its due discipline and securing its permanent efficiency.

ARTICLE 6.

This auxiliary force will ordinarily be fixed at such stations within the Oude territory as may, with the consent of both governments, from time to time, to both seem most convenient, and will be employed on all occasions on which its services may be deemed necessary by the King of Oude, with the concurrence of the British Resident; but it is to be clearly understood that such force is not to be employed in the ordinary collections of revenue.

ARTICLE 7

In modification of Article 6th of the Treaty above referred to, it is hereby provided that the King of Oude will take into his immediate and earnest consideration, in concert with the British Resident, the best means of remedying the existing defects in the Police, and in the Judicial and Revenue Administrations of his dominions, and that if His Majesty should neglect to attend to the advice and counsel of the British Government or its local representative, and if (which God forbid) gross and systematic oppression, anarchy and misrule should hereafter at any time prevail within the Oude dominions, such Government management or to a great extent occurred,

- for so long a period as it may deem necessary, the surplus receipts in such case, after defraying all charges to be paid into the King's treasury, and a true and faithful account rendered to His Majesty of the receipts and expenditure of the territories so assumed

ARTICLE 8

And it is hereby further agreed that in case the Governor General of India in Council should be compelled to resort to the exercise of the authority

so as to facilitate the restoration of those territories to the Sovereign of Oude when the proper period for such restoration shall arrive

ARTICLE 9

All the other provisions and conditions of former Treaties between the British Government and the Oude State, which are not affected by the above convention, are to remain in full force and effect

The above Treaty, consisting of nine Articles, is executed at Lucknow, this Eleventh day of September, in the year of Our Lord One Thousand Eight Hundred and Thirty Seven, corresponding with the Tenth day of Jamadossance, Twelve Hundred and Fifty-Three Hegira

(Sd) AUCKLAND
 " A ROSS
 " W MORISON
 " H SHAKESPEAR

Square
 Personal Seal
 of the Governor
 General

Ratified by the Governor General of India in Council, at
 in Bengal, this Eighteenth day of September, One Thousand
 and Thirty-Seven

(Sd) W H. MARR
 Secretary to the C

No. LVIII.

DUPLICATE DEED of ENGAGEMENT, containing Eight Articles, with HIS MAJESTY ABOOL FUTTEH, MOEEN-OD-DEEN, SOOLTAN OOOZAMAUN NOWSHEIRWANI AUDIL MOHUM-MUD ALEE SHAH, King of Oude, and the GOVERNMENT of the HONORABLE EAST INDIA COMPANY, through LIEUT.-COLONEL JOHN LOW, Political Resident at Lucknow, in respect to a sum of money which His Majesty has given in loan in perpetuity,—*22nd November 1838.*

ARTICLE 1ST.

His Majesty the King of Oude has paid, and the Right Honorable the Governor-General of India, on the part of the East India Company, has received, in perpetuity, the sum of Lucknow Sicca Rupees seventeen lakhs (17,00,000).

ARTICLE 2ND.

On the said principal sum, interest at the rate of four (4) per cent. per annum, in quarterly payments, according to the English months, shall be paid from the treasury of the Resident at Lucknow.

ARTICLE 3RD.

The total of the yearly interest is sixty-eight thousand (68,000) Lucknow Rupees. This shall be paid in pension in four equal instalments, and in the proportions specified to the following persons, and to their heirs, in perpetuity, on their receipts, under their seals.

Seven Ladies of the Royal Palace.

Mulkae Jehan Fuhkroozaman Nowab Hameeda Sultan Begum, per month	
400, per annum	4,800
Nowab Huzoor Khanum, per month 100, per annum	1,200
Nowab Ameer Khanum, per month 100, per annum	1,200
Nowab Oomrao Khanum, per month 100, per annum	1,200
Nowab Wuzeer Khanum, per month 100, per annum	1,200
Nowab Nourozee Khanum, per month 100, per annum	1,200
Nowab Padshah Khanum, per month 100, per annum	1,200

Eight Princes and their Muhuls.

Mirza Khoorrum Bukht, 300; Nowab Oomrao Buhoo, 100; per month	
400, per annum	4,800
Mirza Azeemooshan, 300; Nowab Amar Buhoo, 100; per month 400,	
per annum	4,800

Carried over . . . 21,600

Eight Princes and their Mukuls—contd.

	Brought forward	21,600
Mirza Rufeecooshan, per month 300, per annum		3,600
Mirza Furkhooda Bukht, per month 300, per annum		3,600
Mirza Hoomayoon Bukht, per month 300, per annum		3,600
Nowab Wuseer Buhoo, per month 100, per annum		1,200

Seven Princesses

Nowab Sooltan Aulcaa Begum, per month 400, per annum	4,800
Nowab Sooltan Roushan Ara Begum, per month 400, per annum	4,800
Nowab Zeenutoonnissa Begum, per month 300, per annum	3,600
Nowab Gowher Ara Begum, per month 300, per annum	3,600
Nowab Sooltan Begum, per month 300, per annum	3,600
Nowab Fakhuroonnissa Begum, per month 300, per annum	3,600
Nowab Zeeboonnissa Begum, per month 300, per annum	3,600

Eight Miscellaneous Persons.

Nowbatee Khanum, per month 40, per annum	480
Nowbaher, per month 40, per annum	480
Hameedu Khanum, per month 40, per annum	480
Pearee Khanum, per month 40, per annum	480
Wafatee Khanum, per month 40, per annum	480
Goolchera, per month 33, per annum	396
Shurulooddowlah Mohummud Ibrahim Khan, per month 111, per annum	1,332
Azeemoolah Khan, per month 222-10-3, per annum	2,670
Total, Rupees per month, 5,666-10-3, per annum	68,000

ARTICLE 4TH

When any of the above pensioners may die without issue, his or her pension shall revert to the King of Oude

ARTICLE 5TH

ARTICLE 6TH

The said pensioners and after them their issue, who, on their decease, may succeed to their respective pensions, shall always experience the special favour and kindness of the British Government, and it will be the duty of the Resident, for the time being, to treat them uniformly with respect and attention, and exert his good offices on all occasions in their behalf.

ARTICLE 7TH.

As Shuruf-ood-dowlah Moozuffer-ool-Moolk, Mohommud Ibrahim Khan Buhadoor Moostukeem Jung, and Azeemoollah Khan Buhadoor are the old and faithful servants of the King of Oude, His Majesty, being persuaded that their agency will contribute to the efficient performance of these provisions, and will effectually prevent mismanagement, has appointed Shuruf-ood-dowlah to the situation of Vakeel for the purpose of communicating the representations of all the pensioners, and receiving their pensions from the Residency Treasury, and has assigned to Azeemoollah Khan the duty of distributing the said pensions to the pensioners. The pensions of the several persons mentioned in this document, shall therefore be paid to Shuruf-ood-dowlah, from the Residency Treasury; and it shall be the duty of all the pensioners to make their representations and receive their pensions through those two individuals.

ARTICLE 8TH.

The Resident will apply to the Right Honorable the Governor-General of India for a document to the effect of the foregoing under his seal and signature, and deliver the same, when received, to His Majesty.

Given at Lucknow, this Twenty-Second day of November, in the year of Our Lord One Thousand Eight Hundred and Thirty-Eight, corresponding with the third of Ramsan, One Thousand Two Hundred and Fifty-Four Hajira.

(Sd.) J. Low, *Lieut.-Colonel,*
Political Resident at Lucknow.

No. LIX.

DEED of TRUST (dated 23rd November 1839) on the part of HIS MAJESTY ABDOL FUTTEH MOOEENODDEEN SOOLTAN OZZAMAN NOWSHEREWANI AUDIL MOHUMMED ALLI SHAH, KING of OUDE, to the OFFICERS of the HONORABLE COMPANY'S GOVERNMENT, to the following effect :—

ARTICLE 1ST.

The sum of twelve lakhs (12,00,000) of Lucknow Sicca Rupees, at the rate of four (4) per cent. per annum, has been deposited by us in perpetuity in the Honourable Company's Treasury at the Residency of Lucknow, and the interest amounting to forty-eight thousand (48,000) Lucknow Sicca Rupees per annum has been bestowed as a gift upon the persons herein mentioned, and for the expenses of Hossainabad Moobaruk, &c. We have nominated and appointed Ruffeek-ood-Dowlah Syud Imam Alli Khan Bahadoor, and Azeemoollah

Khan Bahadoor, our old and confidential servants, and after them their descendants, generation after generation, to the situation of Daroghas or Superintendents of the Mosque, and Shurf-ood-Dowlah Moozufur-ool-Moolk Mahomed Ibrahim Khan Bahadoor Moostaqueem Jung and his descendants after him, to the duties of vakeel [mootwussil] of the pensioners only, to the exclusion of all interference with Hossainabad Moobaruk and the new road and their dependencies.

It is incumbent on the officers of the Honorable Company's Government to pay in perpetuity from the Residency Treasury to Ruffeek-ood-Dowlah Bahadoor and Azeemoollah Khan Bahadoor and to their descendants [independent of Shurf-ood-Dowlah] the Hossainahad Moobaruk, etc, from quarterly payments of Rs. 1,200 per month. The receipts for the new road shall be paid to the Dowlah Syud Imam Alli Khan Bahadoor and Azeemoollah Khan Bahadoor and their descendants. Let the representations of Ruffeek-ood-Dowlah Syud Imam Alli Khan Bahadoor and Azeemoollah Khan Bahadoor, regarding Hossainahad Moobaruk and the new road, without, and those respecting the pensioners, with the intervention of Shurf-ood-Dowlah Bahadoor, be complied with. It is proper and necessary that the pensioners should act agreeably to the suggestions of the superintendents and the vakeel, considering such a proceeding beneficial to their interests, and should any of the pensioners enumerated in this Deed or their heirs go and reside within the territories of the Honorable Company, the Resident for the time being shall cause their pensions to be remitted to their place of residence—

		Per mens'm	Per annum.	
<i>To the seven sons-in-law as follows:—</i>				
		100	1,200	
		100	1,200	
		50	600	
		50	600	
		50	600	
		50	600	
		50	600	
		50	600	5,400
To Moontaz-ood Dowlah Mudabir-ool-Moolk Mirza Hossain Allan Khan Bahadoor Tahower Jung, grandson (son's son) of His Majesty.		50	600	600
Carried over		---		

	Per mensem.	Per annum.	
Brought forward	...	...	6,000
<i>To the three Daughters-in-law:—</i>			
Mulkae Duhr Nowab Khakan Bahoo	100	1,200	2,400
Mulkae Asar Nowab Kysur Bahoo	50	600	
Mulkae Aulum Nowab Khoosroo Bahoo	50	600	
<i>To three Ladies of the Muhul:—</i>			
Nowab Ooomda Khanum	40	480	1,200
" Mowtee Khanum	30	360	
" Muhboobum Khanum	30	360	
<i>To the under-mentioned individuals:—</i>			
Nowab Moonowur-ood-Dowlah Mookurram-ool-Moolk Ahmed Allee Khan Bahadoor Julfakar Jung.	300	3,600	7,200
Ittikar-oon-Nissa, wife of Nowab Moonowur-ood-Dowlah Ahmed Allee Khan Bahadoor.	200	2,400	
Ruffeek-ood-Dowlah Syud Emam Allee Khan Bahadoor	30	360	
Zyghum-ood-Dowlah Mahomed Tuckee Allee Khan Bahadoor, son of Ruffeek-ood-Dowlah Syud Emam Allee Khan Bahadoor.	30	360	
Attaoolah Khan Bahadoor	40	480	
<i>For the expenses of Hossainabad Moobaruk, the Inn and the Tank and their dependencies, as follows:—</i>			
For the expenses of Hossainabad Moobaruk and its Dependencies.	2,000	24,000	30,000
For the repairs of the new road	500	6,000	
<i>Fizza African and Emauman, wives of Azeemoollah Khan Bahadoor, as follows:—</i>			
Fizza African	50	600	1,200
Emauman	50	600	
TOTAL Rs. . . . .	...	...	48,000

ARTICLE 2ND.

As the pensioners enumerated in this deed are objects of our peculiar consideration and favor, it is necessary that the Resident for the time being, owing to the union and friendship subsisting between the two Governments, treat them with kindness, and, considering them deserving of the support of the British Government, always afford them his aid and assistance.

ARTICLE 3RD

Should it happen that any of the pensioners or after them any of their heirs, die without issue, the pension of the deceased shall be paid by the Resident, for the time being, for the expenses of Hossainabad Mooharuk, etc., to the superintendent (mutawully of the mosque), namely, to Ruffeek-ood-Dowlah Bahadoor and Azeemoollah Khan Bahadoor, and to their descendants

ARTICLE 4TH.

As the whole of the income and disbursements of Hossainabad Mooharuk and the new road and their dependencies have been placed entirely at the disposal of Ruffeek-ood Dowlah Syud Imam Allee Khan Bahadoor and Azeemoollah Khan Bahadoor, without the participation of Shurf-ood-Dowlah Bahadoor, it is necessary that they should receive with honesty the sums set apart for Hossainabad Mooharuk and the other incomes of it and its dependencies, and expend them with all probity and economy, and carefully preserve the whole of the property in Hossainabad Mooharuk, so that to the utmost of their power it may not be lost or spoiled, and should no descendants of the mutawullies or superintendents of the mosque, or of the mutwussit or vakeel remain, let the Resident for the time being, with the concurrence of three fourths of the pensioners appoint one of the pensioners to the situation of the person dying without heir.

ARTICLE 5TH

The undermentioned items of income are hereby remitted, and shall be devoted to the expenses of Hossainabad Mooharuk and its dependencies, and all the property in it is given by us as a gift. It shall not be optional with the Sovereigns of Oude, at any time, on any account whatsoever to interfere in any way with it, and let the Resident for the time being at the request of the mutawullies or superintendents in this particular matter, give his countenance and support, that this good work may continue in existence for ever.

The before-mentioned allowances shall be paid from the Honorable Company's Treasury for ever.

The rents of the shops attached to the Hossainabad Mooharuk
The income from religious offerings

Dated 15th of the month of Rumzan, 1255 Hijree, corresponding with the 23rd November 1839

(True translation)

(Sd) D WILKIE,
2nd Assistant

NO. LX.

TRANSLATION of the DEED OF TRUST executed by HIS MAJESTY ABOOL FUTTEH MOOEENOODDEEN SULTAN OZZAMAN NOWSHERWAN AUDIL MAHOMED ALI SHAH, KING of OUDE, in favour of the HONORABLE COMPANY, respecting the Hospital established at Lucknow, consisting of four Articles—26th January 1840.

ARTICLE 1ST.

The interest on two promissory notes, amounting to three lakhs forty thousand and eight hundred Calcutta Sicca Rupees, *viz.*, one for two lakhs and eighty-seven thousand, at an interest of 5 per cent. per annum by quarterly payments, and the other for fifty-three thousand and eight hundred Rupees, at the interest of 4 per cent. per annum, by half-yearly payments, which is lodged in the Honorable Company's Treasury, I give and bequeath for the expenditure of the Hospital established in the time of the late King, in the capital of Lucknow. It is requisite and very necessary that the officers of the above-mentioned Government should pay the said interest, amounting to Calcutta Sicca Rupees 16,500, or Lucknow Sicca Rupees 17,244-9-6, according to the above mentioned periods of payments, from the Honorable Company's Treasury attached to the Residency of Lucknow, to Zuffer-ood-Dowlah Bahadoor, and after him to any person who may be appointed to the situation of Superintendent of the Hospital by this Government, and shall take a receipt under his seal.

ARTICLE 2ND.

It is very necessary that the whole of the interest arising from the above-mentioned sum may now and hereafter be laid out in providing medicine and food for the sick poor. Those patients who may prefer native medicines will be treated by native physicians, who will be appointed by this Government; and those who may desire European medicine will be treated by Dr. Stevenson, and after him by any gentlemen who may be in the service of this Government.

ARTICLE 3RD.

Although the Mutawully (or Superintendent) of the Hospital and native physicians will be appointed by this Government, yet the entire amount arising from the interest of the above-mentioned sum is strictly to be applied only to the purposes of the Hospital, both now and hereafter; and that no disorder or abuse be allowed to creep in its good management, it is incumbent on the Resident for the time being, in the spirit of the friendship and unanimity existing between the two States, always to afford his aid and assistance in maintaining this work for ever.

ARTICLE 4TH.

It is requisite for the Superintendent of the Hospital to furnish monthly and annually accounts respectively of receipts and disbursements, etc., to the Dewanee Duffet of my Government, together with the receipts and other vouchers and accounts, and to consider himself held responsible for the honesty of the servants attached to the Hospital.

Dated 20th Zeckad, 1255 Hagee, corresponding with the 26th of January 1840.

King's
Seal.

(True translation.)

(Sd.) D. WILKIE,
2nd Assistant Resident.

PART III.

TREATIES, ENGAGEMENTS, AND SANADS

RELATING TO THE
TERRITORIES COMPRISED WITHIN, OR IN POLITICAL RELATION WITH,
THE
LIEUTENANT-GOVERNORSHIP OF BENGAL

I—BENGAL.

IN 1599 an Association was formed to trade with the East Indies, and on the 31st December 1600 they obtained from Queen Elizabeth an exclusive charter of privilege, constituting them a body politic and corporate, by the name of 'The Governor and Company of Merchants of London trading to the East Indies'

The Company's first factory was established at Surat

In 1624 a Farman was obtained from the Moghal Emperor Jahangir, permitting the English to trade with Bengal but restricting them to the port of Pipli in Midnapur. The regular connection of the Company with Bengal, however, did not commence till 1642 when a factory was established at Balasor, and in 1652 permission was obtained for unlimited trade, without payment of customs, on an annual payment of Rs 3,000

In 1661 Charles II granted a new charter vesting the Company with power to make peace or war with any Prince, not Christian, and to seize and send to England unlicensed traders. A fresh charter was again granted in 1693, confirming the exclusive privileges of the Company for twenty-one years. In 1698 a rival Company was formed, known as the new or "English Company," which amalgamated with the old or "London Company" in 1702, and the two parties took the name of 'The United Company of Merchants trading to the East Indies'

During the administration of Shaista Khan Subadar of Bengal, the English were subjected to much oppression. Shaista Khan exacted a duty of 3½ per cent on their merchandise, and his officers arbitrarily extorted

large sums from the factors, until in 1685 it was resolved to seek redress by force of arms. The hostile attitude of the English exasperated the Emperor Aurangzeb, who ordered that they should be expelled from his dominions. The Company's factories were seized, and their affairs were brought to the brink of ruin, when negotiations for peace were set on foot, and a reconciliation was effected.

In 1698 the English obtained permission from Azam-ush-Shan, grandson of Aurangzeb and Governor of Bengal, to purchase the towns of Sutanati, Govindpur and Calcutta. The sanad is not supposed to be extant; but it is more a matter of antiquarian interest than of historic importance.

In 1756 Nawab Siraj-ud-Daula became Subadar of Bengal in succession to his grandfather, Alivardi Khan. He had previously manifested aversion to the English. The Governor of Calcutta refused to deliver up one of the principal officers of finance under the Nawab's late uncle, the Governor of Dacca, whom the Nawab had resolved to plunder, whereupon Siraj-ud-Daula attacked and captured Calcutta on the 20th June. One hundred and forty-six English fell into his hands and were thrust into "The Black Hole," where all, save twenty-three, perished in the night. On the 2nd January 1757 Calcutta was re-taken by a force from Madras under Clive and Admiral Watson, and on the 4th of February the Nawab's army was surprised and defeated by Clive. Overtures were then made by the Nawab, and on the 9th February 1757, a Treaty (No. LXI) was concluded, by which the Nawab agreed not to molest the Company in the enjoyment of their privileges; to permit all goods belonging to the Company to pass freely by land or water, without paying any duties or fees; to restore the factories and plundered property; to permit the Company to fortify Calcutta; and to establish a mint. Three days later a Contract (No. LXII) with the Nawab, offensive and defensive, was signed.

War having broken out between France and England, Clive attacked the French settlement of Chandarnagar. Siraj-ud-Daula furnished the French with arms and money, and was preparing to make common cause against the English. At this juncture a confederacy was formed among Siraj-ud-Daula's chief officers to depose him. The English joined this confederacy and concluded a Treaty (No. LXIII) with Mir Jafar Ali Khan. At the battle of Plassey, which was fought on the 23rd June 1757, the power of Siraj-ud-Daula was completely broken, and Mir Jafar was installed by Clive as Subadar of Bengal with the title of Nawab.

In 1758 the Shabzada, afterwards Shah Alam, fled from Delhi, in consequence of some dispute with his father, the Emperor Alamgir II, and entered into a league with the Suhadars of Oudh and Allahabad for the conquest of the Lower Provinces. The Prince entered Behar with about 40,000 men, and laid siege to Patna.

Mir Jafar was greatly alarmed and Clive marched to his aid with what force he could muster. The terror of Clive's name was sufficient, and ere he reached Patna the Shahzada's army had almost entirely dispersed. As a reward for this service Mir Jafar granted Clive the quit-rent, about three lakhs per annum, which the Company had agreed to pay for the zamindari of Calcutta.*

In 1759 an armament of seven ships from Batavia unexpectedly made its appearance in the mouth of the Hugli. Mir Jafar had secretly encouraged the Dutch to send this force. He was alarmed at the growing power of the English, and wished to counter-balance it with that of the Dutch, while the latter were eager to share in the wealth which the British had acquired in Bengal. Clive, though sensible of the responsibility he would incur by attacking the forces of a friendly power, was satisfied that, if he allowed the Batavian armament to join the garrison at Chinsura, the Nawab would throw himself into the arms of his new allies and the English ascendancy in Bengal would be exposed to serious danger. To prevent this he obtained from the fears of the Nawab a mandate directing the newly arrived armament to leave the river. Under the authority of this order, and with the pretext of enforcing it, Clive caused the Dutch to be attacked both by land and water. They were completely defeated, and all their ships were taken. A Convention (No. LXIV) was then signed, by which the Dutch agreed to pay an indemnity, and the English to restore their ships and property. An Agreement (No. LXV) was at the same time made between the Nawab and the Dutch, which was guaranteed by the Governor in Council of Fort William.

To meet his pecuniary engagements Mir Jafar had recourse to the severest exactions. He resigned himself to unworthy favourites and it became necessary to depose him in favour of his son-in-law Mir Kasim Ali Khan, with whom a Treaty (No. LXVI) was concluded on the 27th September 1760. By this treaty the British obtained possession of Bardwan, Midnapur, and Chittagong.

Serious disputes arose between Mir Kasim and the English regarding the

large sums from the factors, until in 1685 it was resolved to seek redress by force of arms. The hostile attitude of the English exasperated the Emperor Aurangzeb, who ordered that they should be expelled from his dominions. The Company's factories were seized, and their affairs were brought to the brink of ruin, when negotiations for peace were set on foot, and a reconciliation was effected.

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right of the servants of the Company to trade and to have their goods passed free of duty, and these disputes led at last to war. Negotiations were opened with Mir Jafar, and on the 10th July 1763 a Treaty (No. LXVII) was executed between him and the Company. Mir Kasim, after sustaining a series of defeats, and revenging himself by the murder of his English prisoners, fled to Oudh, and eventually to Delhi, where he died in great indigence and obscurity in 1777.

In 1764 Mir Jafar agreed to pay five lakhs a month (No. LXVIII), in addition to the sums for which he had contracted in the recent treaty, towards the expense of the war, which was then being carried on against the Wazir of Oudh, who, with the Emperor Shah Alam, had espoused the cause of Mir Kasim.

Mir Jafar died in January 1765, and was succeeded by his son, Najm-ud-Daula, with whom a new Treaty (No. LXIX) was concluded, by which the Company took the military defence of the country entirely into its own hands, and among other conditions the Nawab bound himself to appoint, by the advice of the Governor and Council, a deputy to conduct the government, who should not be removable without their consent.

In 1764 the army of Shuja-ud-Daula, the Wazir of Oudh, who, under the pretence of assisting Mir Kasim, had invaded Behar, was completely routed, and the Wazir was obliged to throw himself on the generosity of the English. The whole of his dominions were restored to him, except Allahabad and Kora, which were given to the Emperor of Delhi, who, on his part, conferred the Diwani of Bengal, Behar, and Orissa on the Company by Imperial Farman (No. LXX); the English became security for the regular payment of twenty-six lakhs a year by the Nawab, and agreed to allow the Nawab the annual sum of 53,86,131 Sicca Rupees for the support of the Nizamat.

Najm-ud-Daula died on the 8th May 1766, and was succeeded by his brother, Saif-ud-Doula, a youth of sixteen. A Treaty (No. LXXI) was concluded with him, by which he ratified the treaties formerly concluded with his father and brother, and the Company agreed to support him in the Nizamat, and to allow him an annual stipend of Rs. 41,86,131.

Saif-ud-Daula was succeeded in 1770 by his brother, Mubarak-ud-Daula, with whom a new Engagement (No. LXXII) was made. By this engagement the Nawab Nazim's stipend was fixed at Rs. 31,81,991. This is the last treaty which was formed with the Nawab Nazim. The office of

Subadar had now become merely a nominal one, all real power having passed into the hands of the Company. In 1772, the stipend was reduced to sixteen lakhs a year, at which rate it continued to be paid down to 1880. In 1869 the Nawab Nazim, Saiyid Mansur Ali Khan, left Murshidabad and went with his family to England, where he took up his permanent residence.

In 1873 the affairs of the Nawab Nazim having fallen into confusion, Commissioners were appointed under a special Act to arrange for the liquidation of his debts, and to ascertain the amount of jewels and immovable property held by the Government for the purpose of upholding the dignity of the Nawab Nazim for the time being. By this Act the Nawab was declared incapable of contracting any pecuniary obligation.

In 1880 Saiyid Mansur Ali Khan Bahadur, who had been granted a personal salute of 19 guns at the Delhi Darbar held on the 1st January 1877, agreed to retire from the position of Nawab Nazim and to renounce and relinquish all claims and demands to the position and title of "Nazim and Subadar of Bengal, Behar and Orissa" and all personal right of interference in Nizamat affairs, in consideration of an annual stipend of £10,000, or a payment of Rs. 10,00,000, in settlement of various miscellaneous claims, and of a suitable provision for his four children born in England. The conditions of this arrangement are embodied in a formal deed, dated the 1st November 1880, which Saiyid Mansur Ali executed in London. On the abdication of Saiyid Mansur Ali, the title "Nawab Nazim of Bengal, Behar and Orissa" ceased to exist. The Nawab Nazim died at Murshidabad on the 5th November 1884. His eldest son, Nawab Ali Kadr Saiyid Hasan Ali Mirza, has been granted the hereditary title of "Nawab Bahadur of Murshidabad" and allowed precedence over all titled nobles of Bengal. The final settlement of the Nizamat affairs was made by an indenture dated the 12th March 1891, which forms the schedule to the Murshidabad Act XV of 1891. It provides *inter alia* for the payment in perpetuity to the Nawab Bahadur and his lineal heirs, male, of a monthly allowance of Rs. 19,166-10 8, or Rs. 2,30,000 a year.

On the 13th August 1814 a Treaty* was concluded in London between Great Britain and the Netherlands, providing, among other stipulations, for

* The Treaty and the Additional Articles will be found in Hertzsels Treaties Vol. I pp. 357-362.

The following are the Articles which have reference to India—

I. His Britannic Majesty engages to restore to the Prince Sovereign of the United Netherlands, within the term which shall be hereafter fixed, the Colonies, Factories, and Establishments

the restoration to the Dutch of the factories and establishments possessed by them in India and the Eastern Seas on the 1st January 1803; by an additional article the Dutch agreed to cede to the British Government the district of Baranagar on payment of an annual sum to be fixed by mutual agreement.

In pursuance of these arrangements formal Deeds of transfer were executed in the cases of Chinsura and Baranagar respectively (Nos. LXXIII and LXXIV). The transfer of Kalkapur to the Dutch remained in abeyance in consequence of their assertion of a claim for the exercise of certain prescriptive rights of sovereignty and independence within that factory which were inconsistent with its purely commercial status.

The tenure of the Dutch was not of long duration. By articles 8 and 13 of the Treaty between Great Britain and the Netherlands, dated the 17th March 1824 (No. LXXV), the Dutch settlements in Bengal were again made over to the British Government, in whose possession they have ever since remained, and formal Deeds of transfer of the settlements of Chinsura, Falta, Kalkapur, Balasor, Dacca, and Patna* were executed (Nos. LXXVI to LXXX).

which were possessed by Holland at the commencement of the late war, viz., on the 1st January 1803, in the seas and on the continents of America, Africa and Asia; with the exception of the Cape of Good Hope and the Settlements of Demerara, Essequibo, and Berbice, of which possessions the high Contracting Parties reserve to themselves the right to dispose by a Supplementary Convention, hereafter to be negotiated according to their mutual interests, and specially with reference to the provisions contained in the 6th and 9th Articles of the Treaty of Peace signed between His Britannic Majesty and His Most Christian Majesty on the 30th May 1814.

II. His Britannic Majesty agrees to cede in full Sovereignty the Island of Banca, in the Eastern Seas, to the Prince Sovereign of the Netherlands, in exchange for the Settlements of Cochín and its Dependencies on the coast of Malabar, which is to remain in full Sovereignty to His Britannic Majesty.

III. The places and forts in the colonies and settlements which, by virtue of the two ceding Articles, are to be ceded and exchanged by the two High Contracting Parties, given us in the state in which they may be at the moment of the signature of the present Convention.

IV. His Britannic Majesty guarantees to the subjects of His Royal Highness the Prince Sovereign of the United Netherlands, the same facilities, privileges, and protection, subject to commerce and the security of their persons and property within the limits of the Sovereignty on the Continent of India, as are now or shall be granted to the most favoured nations.

His Royal Highness the Prince Sovereign, on his part, having nothing more at heart than the perpetual duration of peace between the Crown of England and the United Netherlands, and wishing to do His utmost to avoid anything which might affect their mutual good standing, engages not to erect any fortifications in the establishments which are to be placed to Him within the limits of the British Sovereignty upon the Continent of India, and to place in those establishments the number of troops necessary for the maintenance of the police.

* The deed relating to Patna is not forthcoming.

In accordance with the provisions of the Treaty* of Kiel, dated the 14th January 1814, between Great Britain and Denmark, the town of Serampur and the Danish possessions attached thereto were restored to Denmark (No. LXXXI). The British Government again obtained possession of Serampur by the Treaty of the 22nd February 1845 (No. LXXXII) with Denmark.

On the 7th March 1815 a Convention (No. LXXXIII) was signed between Great Britain and France, by which the supply of salt, opium, and saltpetre to the French establishments, in India were regulated. To give full effect to this convention another Convention (No. LXXXIV) was agreed upon on the 13th May 1818 between the Administrators of the French establishments in India and the Government of Fort St George, by which the manufacture of salt in the French possessions throughout India was to cease during the continuance of the East India Company's charter, and 4,000 Star Pagodas (Rs 14,000) were to be paid annually to the French Government as an indemnification to the proprietors of the salt pans. The British Government also engaged to supply at prime cost such a quantity of salt as would suffice for the domestic use of the inhabitants of the French settlements in

V. Those colonies, factories, and possessions of the Prince Sovereign of the Cape of Good Hope, within the six months which terminate the Convention.

ADDITIONAL ARTICLE—1)

ADDITIONAL ARTICLE

11 The small district of Baranagar, situated close to Calcutta, being requisite to the due preservation of the peace and police of that city the Prince of Orange agrees to cede the said district to His Britannic Majesty, upon a payment of such sum annually to His Royal Highness as may be considered, by Commissioners to be appointed by the respective Governments, to be

Ireland consents
been conquered
by His Britannic

shall be executed in Europe within a month, in the seas of America within three months, and in the continent and seas of Asia within six months, after the ratification of the Definitive Treaty.

11 It is further agreed that in all the cases of cession stipulated, there shall be allowed to the inhabitants, from the ratification of the Treaty, whether before or after the date of the cession, liberty freely to depart from the countries within the time which these countries were possessed by Great Britain.

* This Treaty will be found in Hertzslet's Treaties, Vol. 1, pp. 229-235.

India, the French Government agreeing to sell this salt at approximately the same price as that obtained by the British Government in the adjoining districts. In 1837, on the expiry of the Company's charter, a fresh Convention (No. LXXXV) was concluded which, with trifling modifications, renewed that of 1818. In 1839 a Convention (No. LXXXVI) was signed, by which the French Government at Chandarnagar renounced their right to the supply of salt in consideration of receiving an annual payment of Rs. 20,000, and further agreed to give every facility for the sale of British salt in Chandarnagar, and to assist the British Government in realising the revenue produced by its consumption.

In 1853 a Convention (No. LXXXVII) was signed at Paris by which the boundaries of the French and English possessions round Chandarnagar were re-adjusted.

In 1884 a Convention (No. LXXXVIII) was concluded for five years between the Government of India and the French Government, represented by the Chef de Service at Chandarnagar. Under this the rights in connection with the opium trade, which had been reserved to the French by article 6 of the convention of the 7th March 1815, were converted into an annual payment of Rs. 3,000. This convention was renewed in 1889 for five years, and again in December 1893, for a similar period from the 1st January 1894 (No. LXXXIX), a fresh clause being introduced on the latter occasion under which all contraband opium seized in French territory was to be handed over to the Collector of Hugli on payment of its value, which should be calculated at the same rate as in similar cases in British India. This last convention was renewed in 1899 for a period of five years, and in 1904 and 1905 (No. XC) for a period of one and two years respectively.

The French possess jurisdiction over Gairetti, a village lying on the right bank of the Hugli, about a mile and a half to the south of Chandarnagar, and separated from it by British territory; and over two plots of land in the Balasor District; one situated in Purana Balasor, measuring about 29 acres; and the other situated in village Bainchua measuring about 9 acres, the boundaries of which were fixed in 1895.

In respect to the inhabitants of the countries restored or ceded, it is agreed that no one shall be prosecuted, disturbed, or troubled, either personally or in his property, under any pretext, on account of his political opinions or conduct, or of his attachment to either of the High Contracting Parties, or for any other cause, unless it be for debts contracted with individuals or for acts subsequent to the present Treaty.

III. The decision of every claim between individuals of the respective nations for any debts, property, effects or rights whatever, which conformably to common usage and the law of nations ought to be brought forward, shall be referred to the competent tribunals, and in such cases there shall be prompt and complete justice rendered in the countries where the claims are respectively put forth.

No. LXI

TREATY and AGREEMENT with SERAJAH DOWLA,—1757.

Monsoor ul Mulck
Serajah Dowla Shah Kuly
Khan B haader Hybut
Jung, servant of King
Aalam Geer the
Invinc ble.

LIST OF DEMANDS.

ARTICLE 1.

That the Company be not molested upon account of such privileges as have been granted them by the King's Firmaund and Husbulhookums, and the Firmaund and Husbulhookums in full force

That the villages which were given to the Company by the Firmaund, but detained from them by the Soubah be likewise allowed them, nor let any impediment or restriction be put upon the Zemindars

ARTICLE 2

That all goods belonging to the English Company, and having their Dustuck, do pass freely by land or water, in Bengal, Behar, and Orissa, without paying any duties or fees of any kind whatsoever, and that the Zemindars, Chokeydars, Guzerbauns, etc., offer them no kind of molestation upon this account.

ARTICLE 3

That restitution be made the Company of their factories and settlements at Calcutta, Cossimbazar, Dacca, etc, which have been taken from them.

That all money and effects taken from the English Company, their factors, and dependents, at the several settlements and arrangements, be restored in the same condition That an equivalent in money be given for such goods as are damaged, plundered, or lost, which shall be left to the Nabob's justice to determine

Signed seven times

Agreed to according to the tenor of the Firmaund

Agreed to according to the tenor of the Firmaund

It is agreed to

Whatever has been agreed by the Government it is agreed shall be retained

ARTICLE 4.

That the Company be allowed to fortify Calcutta in such a manner as they shall esteem proper for their defence, without any hindrance or obstruction.

ARTICLE 5.

That siccas be coined at Allenagur (Calcutta) in the same manner as at Moorshedabad, and that the money struck in Calcutta be of equal weight and fineness with that of Moorshedabad. There shall be no demand made for a deduction of batta.

ARTICLE 6.

That these proposals be ratified in the strongest manner, in the presence of God and His Prophet, and signed and sealed to by the Nabob, and some of his principal people,

ARTICLE 7.

And Admiral Charles Watson and Colonel Clive promise, in behalf of the English Nation, and of the English Company, that from henceforth all hostilities shall cease in Bengal, and the English will always remain in peace and friendship with the Nabob, as long as these Articles are kept in force, and remain unviolated.

Aaz-ul-Mulck,
Morad-ul-Dowla,
Nowrish Ally Khan
Behauder
Zahooar Jung,
a servant of
King Aalum Geer,
the Invincible.

Meer Jaffier
Khan Behauder,
a servant of
King Aalum Geer,
the Invincible.

Raja Dooundram
Behauder,
a servant of
King Aalum Geer,
the Invincible.

Witness,

Mohindar Narrain Canongo.

Witness,

Lucki Narrain Canongo.

It is agreed that
Bullion, imported
by the Company,
be coined to siccas.
In the presence
of God and His
Prophet these Ar-
ticles are signed
and sealed.

On condition that an
Agreement, under the
Company's seal, and
signed by the Company's
Council, and sworn to
according to their reli-
gion, be sent me, I agree
to the Articles which I
have countersigned.

AGREEMENT of the COMPANY, signed by the GOVERNOR and COMMITTEE, the 9th of February 1757. (19th Jamadee-ul-awal 1170.)

We, the East India Company, in the presence of His Excellency the Nabob Monsoor-ul-Mulck Serajah Dowlah Shah Kuly Khan Behauder, Hybut Jung, Nazim of Bengal, Behar, and Orissa, by the hands and seal of the Council, and by firm agreement and solemn attestation, do declare, that the business of the Company's factory, within the jurisdiction of the Nabob, shall go on in its former course that we will never oppress or do violence to any persons without cause, that we will never offer protection to any persons having accounts with the Government, any of the King's Talookdars or Zemindars, nor murderers nor robbers, that we will never act contrary to the tenor of the Articles agreed to by the Nabob that we will carry on our business as formerly, and will never, in any respect, deviate from this Agreement.

PERWANNAS AND DUSTUCKS GIVING EFFECT TO THE ABOVE TREATY

PERWANNAH for DUSTUCKS from SERAJAH DOWLAH, dated the 9th Rajeb Moon.

The English Company's goods have been carried backward and forward by land and water, always through the Provinces of Bengal, Behar, and Orissa, by the dustuck and seal of the said Company, by virtue of the King's Firmaund, which is also now confirmed by me. Take care, on no pretence to interrupt their carrying their goods backwards and forwards through all the chokeys whatsoever, and not to demand any katbarra, manjor, etc., according to the King's Firmaund. Let them pass and repass without receiving a single cowrie from any of their people, and interfere not with the English Company's Gomastahs on any account, but rather take care that through all your districts their business be not obstructed in any way.

Fifteen Perwannas of the same tenor and date were granted under the seal of the Nabob Serajah Dowla to the Rajahs and Zemindars.

PERWANNAH under the seal of the NABOB MONSOOR-UL-MULCK, SERAJAH DOWLA BEHAUDER, HYBUT JUNG, dated the 9th Rajeb (31st March 1757), in the 3rd year of the glorious Reign Mohunlol.

All goods belonging to the English Company, which by virtue of the royal mandate, used to pass and repass with the said Company's

by land or water, through the Provinces of Bengal, Behar, and Orissa, I have, at this time, granted a free currency to, in the same manner and with the same privileges as formerly; it is necessary that Your Excellency write to the Officers at Dacca, Chittagong, Jugdea, Akbarnagur, Silhet, Rangamatty, Chcetmarre, Moorshedabad, and Purnea, that they suffer the same goods to pass up and down the rivers without any molestation or imposition of katbarra (a tax laid upon boats) or any other articles forbidden by the royal court; nor exact the smallest sum from them, nor any ways oppress the Gomastahs or dependents. Let them be punctual in this.

DUSTUCK under the seal of the NABOB SERAJAH DOWLA, etc., dated the 17th Jemadee Saun (9th March 1757), in the 3rd year of the King's glorious Reign.

To all Fouzdars, Zemindars, Chowkeydars, and Overseers of the way of the Provinces of Bengal, Behar, and Orissa.

All goods belonging to the English Company, which, by virtue of the royal mandate, used to pass and repass through the foregoing provinces, by land and water, with the Company's dustucks, I have at this time granted a free currency to in the same manner as formerly, and with the confirmation of their former privileges. Let all goods having the English Company's dustuck pass as before up and down the river without any molestation or imposition of katbarra, or any other articles forbidden by the royal court; nor exact the smallest sum from them, nor oppress the Company's dependents.

In this be punctual, and act conformably to this writing.

PERWANNAH of the NABOB SERAJAH DOWLA to the HONORABLE COMPANY for erecting a Mint in Calcutta.

From the date of the first of the moon Shabaun, the four-sun siccas are begun to be stamped, and through all the mint houses the new siccas of the four-sun are coined. Take care and erect a mint in Calcutta (called Allenagur) and stamp gold and silver rupees out of the bullion and gold imported by your nation, of the weight of rupees of gold and silver coined at Moorshedabad. Under the name of Allenagur (Calcutta) shall you coin your money; it shall pass for land revenues, etc. Nobody will ask or set any batta upon them; only take care not to coin the gold and silver of other nations.

No. LXII.

AGREEMENT of COLONEL CLIVE with the NABOB, dated
February 12th, 1757 (22nd Jemadee-ul-awul).

I, Colonel Clive, Sabut Jung Behauder, Commander of the English
land Forces in Bengal, do solemnly declare, in the presence of God and our
Saviour, that there is peace between the Nabob, Serajah Dowla, and the
English. They, the English, will inviolably adhere to the Articles of the
Treaty made with the Nabob that as long as he shall observe his Agree-
ment, the English will always look upon his enemies as their enemies, and
whenever called upon will grant him all the assistance in their power.

No. LXIII.

TREATY with JAFFIER ALLY KHAN,—1757.

** I swear by God, and the Prophet of God, to abide by the terms of this
Treaty whilst I have life.*

Meer Mahomed Jaffier Khan Behauder, servant of King Aalam Geer

TREATY made with the ADMIRAL and COLONEL CLIVE (SABUT
JUNG BEHAUDER), GOVERNOR DRAKE, and MR. WATTS.

ARTICLE I.

Whatever Articles were agreed upon in the time of peace with the
Nabob Serajah Dowla Monsoor-ul-Mulck Shah Kuly Khan Behauder, Hy-
but Jung, I agree to comply with.

ARTICLE 2.

The enemies of the English are my enemies, whether they be Indians
or Europeans.

* These words were written in his own hand.

ARTICLE 3.

All the effects and factories belonging to the French, in the Provinces of Bengal (the Paradise of Nations), Behar and Orissa, shall remain in the possession of the English, nor will I ever allow them any more to settle in the three Provinces.

ARTICLE 4.

In consideration of the losses which the English Company have sustained by the capture and plunder of Calcutta by the Nabob, and the charges occasioned by the maintenance of the forces, I will give them one crore of rupees.

ARTICLE 5.

For the effects plundered from the English inhabitants of Calcutta, I agree to give fifty lakhs of rupees.

ARTICLE 6.

For the effects plundered from the Gentoos, Mussulmans, and other subjects of Calcutta, twenty lakhs of rupees shall be given.

ARTICLE 7.

For the effects plundered from the Armenian inhabitants of Calcutta, I will give the sum of seven lakhs of rupees. The distribution of the sums allotted the natives, English inhabitants, Gentoos, and Mussulmans, shall be left to the Admiral, and Colonel Clive (Sabut Jung Behauder), and the rest of the Council, to be disposed of by them to whom they think proper.

ARTICLE 8.

Within the ditch, which surrounds the borders of Calcutta, are tracts of land belonging to several Zemindars; besides this I will grant the English Company six hundred yards without the ditch.

ARTICLE 9.

All the land lying to the south of Calcutta, as far as Culpee, shall be under the Zemindarry of the English Company; and all the Officers of those parts shall be under their jurisdiction. The revenues to be paid by them (the Company) in the same manner with other Zemindars.

ARTICLE 10.

Whenever I demand the English assistance, I will be at the charge of the maintenance of them.

ARTICLE 11.

I will not erect any new fortifications below the Hooghly near the River Ganges.

ARTICLE 12.

As soon as I am established in the Government of the three Provinces the aforesaid sums shall be faithfully paid.

Dated the 15th Ramsan, in the 4th year of the Reign.

ADDITIONAL ARTICLE

ARTICLE 13

On condition that Meer Jaffier Khan Behauder shall solemnly ratify, confirm by oath and execute all the above Articles, which the underwritten, on behalf of the Honorable East India Company, do, declaring on the Holy Gospels and before God that we will assist Meer Jaffier Khan Behauder with all our force to obtain the Soubabship of the Provinces of Bengal, Behar and Orissa and further, that we will assist him to the utmost against all his enemies whatever as soon as he calls upon us for that end provided that he, on his coming to be Nabob, shall fulfil the aforesaid Articles *

SUNNUDS AND PERWANNAS GIVING EFFECT TO THE TREATY

I GENERAL SUNNOD, under the Seal of JAFFIER ALLY KHAN

To all Governors, Muttaseddees, present and future, all Naibs, Fouzdars, Zemindars, Choudrahs, Canongoos etc, Servants of the Government, in the Provinces of Bengal Behar, and Orissa

Know that, by the Royal Firmaund and Husbulhookums, the English Company are pardoned (maafi) exempt from all duties therefore I write

That whatever goods the Company's Gomastahs may bring or carry to, or from their factories the aurungs or other places by land or by water, with a dustuck from any of the Chiefs of their factories you shall neither ask nor receive any sum, however trifling for the same. Know they have full power to buy and sell you are by no means to oppose it. You are not to require from the Company's Gomastahs the Settee Manghans or any other of the Zemindar's impositions. The Company's Gomastahs shall buy and sell the Company's goods without the intervention of delolls, unless the Gomastahs are satisfied to employ them. You are to assist them on all occasions wherever they buy or sell. Whoever acts contrary to these orders the English have full power to punish them. If any of the Company's goods are stolen, you are to recover the very effects stolen or make good their amount. Any merchants or others on whom the Company have any lawful demands, you are to see that the same be paid to their Gomastahs. Take care that no one wrong or oppress the Company's Gomastahs. You are not to require or stop their boats on pretence of the katbarra, or other duties on boats whether they be the Company's own boats or boats hired by their Gomastahs. You are to give credit to the copies of all the Sunnuds to the Company, under the Kazzis seal without requiring the original. Any of the Company's debtors running from them, you are not to give them protection,

* This Article was not transmitted from Jatta to the Company but is to be found in the 12th page of the Appendix to the Dutch Memorial, and as there is no reason to doubt the authenticity of it, it is subjoined to the Treaty with the Nabob Meer Jaffer

or plead for them, but are to deliver them up to the Company's Gomastahs. The Fouzdarrykurch, etc., impositions of the Fouzdars, which are forbid by the King, you shall not demand of the English, their Gomastahs, or inhabitants. Whenever the English Company desire to settle a new factory, besides those they are already possessed of, in the Provinces of Bengal Behar, and Orissa, you are to give them forty beegahs of the King's land. If any of the English ships are driven by bad weather, or wrecked in any of the ports, or other places, you are to assist them all in your power, and see that the goods are restored to the Company, and you are not to require the chouttarry, etc., which the King has forbid.

A mint is established in Calcutta; coin siccās and gold mohurs of equal weight and fineness with the siccās and gold mohurs of Moorshedabad, they shall pass in the King's treasury.

All that I have written must be done; do as I have written, nor ask a new Sunnud every year. The 27th of the moon Shevaul, and 4th of the King's reign, being the 15th of the month of July 1757.

2. PERWANNAH from JAFFIER ALLY KHAN for the MINT.

To the high and mighty, the bold and valiant Commanders, the greatest of Merchants, the English Company, on whom may the King's favor rest for ever.

A mint has been established in Calcutta; continue coining gold and silver into siccās and mohurs, of the same weight and standard with those of Moorshedabad; the impression to be *Calcutta*, they shall pass current in the Provinces of Bengal, Behar, and Orissa, and be received into the Cadjanna; there shall be no obstruction or difficulty for kussoor. Under the seal of Fidvir Aalum Geer, Badsha Gauze, Sujah-ul-Mulck, Hossam ô Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung. 11th Zeer-laida, 4th of the King's reign.

3. PERWANNAH for the Granted Lands.

Seal of the NAWAB JAFFIER ALLY KHAN.

1170.
Aalum Geer Empeiror,
fighting for the Faith,
his Devoted
Mēer Mahomed Jaffier Ally
Khan Behauder Sujah-ul-
Mulck Hossam ô Dowla,
Mahabut Jung,
Anno 4.

Ye Zemindars, Chowdrahs, Talookdars, Muccuddems, Recayahs, Mor-sawreans, Mootawettawahs of the Chuckla of Hooghly and others situated

in Bengal, the Terrestrial Paradise Know that the Zemindarry, Chowd-
rahy, and Talookdarry, of the countries in the subjoined list hath been
given by treaty to the most illustrious and most magnificent the English
Company, the glory and ornament of trade the said Company will be care-
ful to govern according to established custom and usage, without any
gradual deviation, and watch for the prosperity of the people Your duty
is to give no cause of complaint to the Recayahs of the Company, who, on
their part, are to govern with such kindness, that husbandry may receive a
daily increase, that all disorders may be suppressed drunkenness and other
illicit practices prevented, and the Imperial tributes be sent in due time
Such part of the above said country as may be situated to the west of
Calcutta, on the other side of the Gauges, does not appertain to the Com-
pany Know then, ye Zemindars, etc, that ye are dependents of the
Company, and that ye must submit to such treatment as they give you,
whether good or bad, and this is my express injunction

Twenty four Mahals

The Pergunnah of Muzra.		The Pergunnah of Azimabad.	
Ditto	Khasspoor	Ditto	Moodagotcha.
Ditto	Madenmull	Ditto	Patcha Kolla
Ditto	Ekktiarpoor	Part of the Pergunnah of Shahpoor	
Ditto	Burjatty	Shah nagur.	
Part of the Pergunnah of Ghur		Part of the Pergunnah of Mahomed Ameerpoor	
The Pergunnah of Kares Jurree.		Mellung Mahal.	
Ditto	Deccan Sangeet	The Pergunnah of Hattinagar	
Part of the Pergunnah of Calcutta		Ditto	Meida.
Part of the Pergunnah of Paikau		Part of the Pergunnah of Akbarpoor	
Part of the Pergunnah of Munpoor		Part of the Pergunnah of Bellis	
Part of the Pergunnah of Amerabad		Part of the Pergunnah of Bussindarry	

Dated the 5th of Rabbi-ul-Sauni, anno quarto*

(In the Nabob's own hand, serving by way of sign manual) It is
written, Fimis

(In Maharajah Doslubrum's own hand, as Naib.) Seen

(In Rajah Raage Bullub's own hand, as Hussoor Nervis) The 5th of
Rabbi ul Sauni, anno quarto, registered in the Imperial Register

(In Rajah Conghu Baharree's own hand, as Dewan of Bengal) The
5th of Rabbi-ul-Sauni, anno quarto, registered in the Dewannee
Register.

4. PERWANNAH from JAFFIER ALLY KHAN, for the SALTPETRE of BEHAR.

On the 2nd of the month of Rajeb, of the 4th year of His Majesty's Reign, a copy was entered in the Dewan's books.

At this time, through the means of Colonel Clive, the Saltpetre lands of the whole Province of Behar have been granted to the English Company, from the beginning of the Bengal year 1165, in the room of Coja Mahomed Wazeed; you are therefore hereby directed to establish the authority of their Gomastahs, in all the Saltpetre lands of the aforesaid Province, to give strict orders to the Saltpetre picars not to sell an ounce of Saltpetre to any other person, and to receive from the Company the stipulated Nuzzurrana and money, for the aforesaid lands.

On the last day of the month of Gamadder-ul-Saun, of the 5th year of His Majesty's Reign, a copy was entered in His Excellency's books.

Approved.

5. SUNNUD for the ZEMINDARRY of the HONORABLE EAST INDIA COMPANY'S Lands, given under the Seal of the NABOB ALLOW-ô-DOWLA (commonly styled the NABOB MEERON) MEER MAHOMED SADDOK KHAN BEHAUDER, ASSUD JUNG, DEWAN of the SOUBAH of BENGAL.

To the Muttaseddees, for affairs for the time being and to come, and Chowdrees and Canongoos, and Inhabitants, and Husbandmen of the Kissmut Pergunnah of Calcutta, etc., of the Circar Sautgaum, etc., belonging to the Paradise of Nations, the Soubah of Bengal. Be it known, that, in consequence of the Ferd Sawal, signed by the glory of the nobility and administration, Sujah-ul-Mulck, Hossam-ô-Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nazim of the Soubah, and the Ferd Hucceekut, and Muchulca, signed conformably thereto, the forms of which are herein fully set forth: The office of the Zemindarry of the Pergunnahs above written, in consideration of the sum of twenty thousand one hundred and one Rupees (20,101) Pishcash, etc., to the Imperial Circar, according to the endorsement from the month Poos (anno 1164) in the year eleven hundred and sixty-four of the Bengal Æra, is conferred upon the noblest of Merchants, the English Company, to the end that they attend to the rites and customs thereof as is fitting, nor in the least circumstance neglect or withhold the vigilance and care due thereto: that they deliver into the treasury, at proper times, the due rents of the Circar; that they behave in such manner to the inhabitants and lower sort of people, that, by their good management, the said Pergunnah may flourish and increase; that they suffer no robbers nor house-breakers to remain within their districts, and take such care of the King's highways, that the travellers and passengers may pass and repass without the least molestation: That (which God forbid) if the effects of any person be plundered or stolen, they discover and produce the plunderers and thieves, together with the goods, and deliver the goods to the

owners and the criminals to condign punishment, or else, that they themselves be responsible for the said goods, that they take special care that no one be guilty of any crimes or drunkenness within the limits of their Zemindarry, that after the expiration of the year they take a discharge, according to custom, and that they deliver the accounts of their Zemindarry, agreeable to the stated forms, every year, into the duffercana of the Circar, and that they refrain from demanding the articles forbidden by the Imperial Court (the Asylum of the World)

It is their (the Muttasaddres, etc.) duty to look upon the said Company as the established and lawful Zemindars of those places and whatsoever appertains, or is annexed to that office, as their right in this particular be they strictly punctual

Dated the first of Rubbi-ul-Sauni, in the fifth Sun of the Reign.

Let the endorsement be written.

PARTICULARS of the ENDORSEMENT.

In consequence of the Ferd Sawal, signed by the glory of the nobility and administration, Sujah ul Mulck, Hossam o Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung Nazim of the Soubah, and the Ferd Huckeekut and Muehulca, signed conformably thereto, the forms of which are herein fully set forth. The office of the Zemindarry of the Kissmut Pergunnah of Calcutta, etc., of the Circar Sautgaum belonging to the Paradise of Nations, the Soubah of Bengal, in consideration of the sum of twenty thousand one hundred and one rupees (20 101) Pishcash etc. to the Imperial Circar, from the month Poos (anno 1164) in the year one thousand one hundred and sixty four of the Bengal Ara, is conferred upon the noblest of Merchants, the English Company

27 Mahals

Deroobust

15 Mahals

Kissmut

12 do

The amount, according to the account signed by the Canongoos of the Soubah

FORM of the SIGN MANUAL.

Be the Sunnud granted.

FORM of the FERD SAWAL.

The Zemindarry of the Kissmut Pergunnah of Calcutta, etc., of the Circar Sautgaum, etc., belonging to the Paradise of Nations, the Soubah of Bengal, in consideration of the sum of twenty thousand one hundred and one rupees (20 101) Pishcash etc. to the Imperial Circar, from the month Poos (anno 1164) in the year one thousand one hundred and sixty four of the Bengal Ara, is conferred upon the noblest of Merchants, the English Company

27 Mahals.

Deroobust	...	...	...	15 Mahals.
Kissmut	...	...	...	12 do.

The amount, according to the account signed by
the Canongoos of the Soubah ... Rs. 2,22,958 10 12 3

N.B.—This is Kissmut Pergunnah of Calcutta, etc., of the Circar Saut-
written by the gaum, in the districts of the Chuckla of Hooghly.
Royroyan.

26 Mahals.

Deroobust	...	...	...	15 Mahals.
Kissmuttea	...	...	...	11 do.
				Rs.

Amount	...	...	...	2,20,166 14 10 1
Kissmut Pergunnah of Calcutta, Circar Sautgaum. Division 16 Annas.				
Mahal Kissmuttea. Amount	...			28,482 6 13
Belonging to the Company	28,361	8 10 1		
Ditto Remount	120	13 2 3		

Kissmut Pergunnah of Mugra, Circar Sautgaum. Division 16 Annas.				
Mahal Kissmuttea. Amount	...			24,504 13 16 1
Pergunnah of Khasspoor, Circar Saut- gaum. Division 16 Annas.				
Mahal Deroobust. Amount	...			3,337 3 2
Pergunnah of Mudennull, Circar Saut- gaum. Division 16 Annas.				
Mahal Deroobust. Amount	...			22,199 5 5
Pergunnah of Berryhattee, Circar Saut- gaum. Division 16 Annas.				
Mahal Deroobust. Amount	...			6,149 4 13 3
Pergunnah of Ekktiarpoor, Circar Saut- gaum. Division 16 Annas.				
Mahal Deroobust. Amount	...			7,923 1 8
Pergunnah of Deccan Saugur, Circar Saut- gaum. Division 16 Annas.				
Mahal Deroobust. Amount	...			60 7 12 2
Pergunnah of Shahnagar, Circar Saut- gaum. Division 16 Annas.				
Mahal Deroobust. Amount	...			283 7 14

On the 15th of Rabi-
ul-Sauni, 5th Sun, a
Vizier's Fees, Nuzzurana Soubah-
Pishcash of the Imperial
Circar, 12,101 rupees.
darry, 5,000 rupees.
3,000 rupees.
copy was entered in the
Devanree Book.

Pergunnah of Azimabad, Circar Sautgaum.	Rs.
Division 16 Annas	
Mahal Deroobust. Amount	10,000
Pergunnah of Ghur, Circar Saleemabad	
Division 16 Annas	
Mahal Deroobust. Amount	7,420 9 15
Pergunnah of Moodagotcha, Circar Saleemabad	
Division 16 Annas	
Mahal Deroobust. Amount	31,793 10
Pergunnah of Peetcha Kollic, Circar Saleemabad	
Division 16 Annas	
Mahal Deroobust. Amount	3,123 4 15
Pergunnah of Karee Jurree, Circar Saleemabad	
Division 16 Annas	
Mahal Deroobust. Amount	552 3
Kissmut Pergunnah of Manpoor, Circar Saleemabad	
Division 16 Annas	
Mahal Kissmuttea. Amount	5,217 10 1
Belonging to the Company 8,856 3 1	
Ditto Remount 91 9 18	
<hr/>	
Kissmut Pergunnah of Paikar, Circar Saleemabad	
Division 12 Annas	
Mahal Kissmuttea. Amount	5,117 10 1
Kissmut Pergunnah of Ameerabad, Circar Saleemabad	
Adjacent to Chitpore Division. 3 Annas	
Mahal Kissmuttea. Amount	2,500 10 3
Kissmut Pergunnah of Haverstale, Circar Saleemabad.	
The village of Sanyas poor No Division	
Mahal Kissmuttea. Amount	1,100 10 1
Kissmut Pergunnah of Mahomed Ali poor, Circar Saleemabad.	
The village of Sanyas poor No Division	
Mahal Kissmuttea. Amount	1,100 10 1
Kissmut Pergunnah of Mahomed Ali poor, Circar Saleemabad.	
The village of Sanyas poor No Division	
Mahal Kissmuttea. Amount	1,100 10 1
Kissmut Pergunnah of Mahomed Ali poor, Circar Saleemabad.	
The village of Sanyas poor No Division	
Mahal Kissmuttea. Amount	1,100 10 1

On the 12th day of Kumbh ul-Sowm, a copy was entered in the Book of the Government (G. House, or the Presence) II.

Pergunnah of Hattiaur, Circar Saleemabad. Division 16 Annas.	Rs.				
Mahal Deroobust. Amount	...	22,119	7	19	3
Pergunnah of Meida, Circar Saleemabad. Division 16 Annas.					
Mahal Deroobust. Amount	...	4,199	14	10	
Pergunnah of Akbarpoor, Circar Saleemabad. Division 16 Annas.					
Mahal Deroobust. Amount	...	2,228	15	15	
Pergunnah of Shahpoor, Circar Saleemabad. Division 16 Annas.					
Mahal Deroobust. Amount	...	3,470	12	2	2
Kissmut Pergunnah of Aboab Fouzdarry, etc. Circar Saleemabad. No Division.					
2 Mahals Kissmuttea. Amount	...	1,204	12	18	2
Kissmut Pergunnah Aboab Fouzdarry and Pishcash Congo.					
2 Mahals. Amount	...	1,174	11	16	3
Bherjy (transferred)	...	30	1	1	3

Sairs, Hattiaur, and Meida, and Meidonmul, and Moodagotcha, belonging to Coot Ekktiapoore.

Division 3 Annas 11 Gundas.

Mahal Kissmuttea. Amount ... 4,501 0 0

Kissmut Pergunnah of Bellia Busseindarry, Circar Saleemabad, named Saheb-nugur, in the districts of the Chuckla of Burdwan, containing the Mouza Bhilla, and all the lands lying on the east side of the River Ganges.

Division 10 Annas.

Mahal Kissmuttea. Amount ... 2,791 11 12 2

FORM of the SIGN MANUAL.

After the receipt of the Muchulca and Zaminee, according to custom.

Be the Sunnud granted.

FORM of the FERD HUCKEEKUT.

In consequence of the Ferd Sawal, signed by the glory of the nobility and administration, Sujah-ul-Mulck, Hossam-ô-Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nazim of the Soubah, the form of which is herein fully set forth, the office of the Zemindarry of the Kissmut Pergunnah of Calcutta, etc., of the Sircar Sautgaum, etc., belonging to the Paradise of Nations, the Soubah of Bengal, in consideration of the sum of twenty

thousand one hundred and one rupees (20,101) Pishcash, etc., to the Imperial Circar, is conferred on the noblest of Merchants, the English Company, who have delivered a Muchulca and Zaminee, into the books, and petition for the Suonud. In this particular what are you pleased to decree?

*Form of the Ferd Samal and particulars
of the Mahals have been written above*

*Pishcash of the Imperial Circar etc
20 101 rupees*

Pishcash of the Circar	Rs 20 101
Nuzurana Soubahdary	5 000
Vizier's fees	3 000

27 Mahals

Deroobust	15 Mahals
Kissmuttea	12 do

Amount according to the account
signed by the Caooogoo of the
Soubah

Rs 2 22,958 10 2 3

FORM of the SIGN MANUAL

It has been viewed.

FORM of the MUCHULCA, dated the

We, the English Company do declare, that whereas the office of the Zemindarry of the Kissmut Pergunnah of Calcutta, etc., of the Sircar Sautgaum, etc., belonging to the Paradise of Nations, the Soubah of Bengal, in consideration of the sum of twenty thousand one hundred and one rupees (20,101) Pishcash etc., to the Imperial Circar, from the month Poos (anno 1164) in the year eleven hundred and sixty four of the Bengal Era, has been conferred on us, to the end that we attend to the rites and customs thereof as is fitting nor in the least circumstance neglect or withhold the vigilance and care due thereto. That we deliver into the treasury in the proper times the due rents of the Circar. That we behave in such manner to the inhabitants and lower sort of people, that by our good management the said Pergunnahs may flourish and increase. That we suffer no robbers nor house breakers to remain within our districts and take such care of the King's highways that the travellers and passengers may pass and repass without fear or molestation. That (which

we ourselves be responsible for the said goods. That we take especial care that no one be guilty of any crime or drunkenness within the limits of our Zemindarry. That after the expiration of the year, we take a discharge according to custom, and that we deliver the accounts of our Zemindarry agreeable to the stated forms every year into the duffercana of the Circar, and that we refrain from demanding the articles forbidden by the Imperial Court (the Asylum of the World). For this reason we have given this writing as a muchulca and agreement, that upon any occasion recourse may be had thereto.

27 Mahals.

*Particulars of the Mahals have
been written in the endorsement*

Deroobust	15 Mahals
Kissmuttea	12 do
Amount	2,22,958 10 2 3

FORM of the SIGN MANUAL.

It is accepted.

FORM OF THE TOMSOOK HAZIR ZAMINEE, dated the

I, * * * * do declare, that whereas the office of the Zemindarry of the Kissmut Pergunnah of Calcutta, etc., of Circar Sautgaum, etc., belonging to the Paradise of Nations, the Soubah of Bengal, has been conferred on the noblest of Merchants, the English Company; I, being appointed the personal security for the said Company with the Circar, do agree, and give this writing, that the aforesaid Company shall be present and execute the functions of the Zemindarry: If they shall absent themselves, I will make them appear; but if at any time I am not able to make them appear, I will be responsible for their compacts. For this reason I have given this writing as a Tomsook Hazir Zaminee, that upon any occasion recourse may be had thereto.

FORM of the SIGN MANUAL.

Signed.

FORM of the AGREEMENT for the PISHCASH, etc., to the IMPERIAL CIRCAR.

Account of the agreement for the Pishcash, etc., made for obtaining the grant of the Sunnud for the Zemindarry of the Kissmut Pergunnah of Calcutta, etc., of the Circar Sautgaum, etc., in the name of us, the English Company, for the year 1165 of the Bengal Æra.

Pishcash	Rs. 20,101
Pishcash of the Imperial Circar	Rs. 12,101
Nuzzurrana Soubahdarry	" 5,000
Vizier's Fees	" 3,000
	<hr/>
	Rs. 22,958 10 2 3

6. SUNNUD for the Free Tenure of the Town of Calcutta, etc., to the HONORABLE EAST INDIA COMPANY, given under the Seal of the NABOB ALLOW O DOWLA MEER MAHOMED SADDOCK KHAN BEHAUDER, ASSUD JUNG, DEWAN of the SOUBAH of BENGAL.

To the Muttaseddees for affairs for the time being and to come, and Zemindars, and Choudrahs and Talookdars, and Canongoos of the Mouza of Govindpoor, etc., in the districts of the Pergunnah of Calcutta, belonging to the Paradise of Nations, the Soubah of Bengal. Be it known, that in consequence of the Ferd Sawal, signed by the glory of the nobility and adminis-

tration, Sujah-ul-Mulck, Hossam & Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung Nazim of the Soubah, and the Ferd Hucklekut, and Muchulca, signed conformably thereto, the forms of which are hereip fully set forth, the rents of the aforesaid Mouzas, etc., which adjoin to the factory of the most noble of Merchants, the English Company, amounting to eight thousand eight hundred and thirty-six rupees and something more, from the 1st* of Rabbi-ul-Sauni, 5th Sun, according to the endorsement are forgiven, to the end that they provide for the defence of their factory, and the safeguard of the seaports herewith. It is their (the Muttasaddacs, etc.) duty to desist from all claims for the rents, not in any way, nor by any means, oppress or disturb them. In this particular be they punctual.

Dated as above.

† Let the endorsement be written.

PARTICULARS of the ENDORSEMENT.

In consequence of the Ferd Sawal, signed by the glory of the nobility and administration, Sujah-ul-Mulk, Hossam & Dowla, Meer Mahomed Jaffier Khan Behauder, Mahabut Jung, Nazim of the Soubah, and the Ferd Hucklekut and Muchulca, signed conformably thereto, the forms of which are hereip fully set forth, the rents of the Mouza of Govindpoor, etc., in the districts -, belonging to the Paradise of Nations, the it on the Khalsa Shereefa, and the jghure factory of the noblest of Merchants, the

noblest of Merchants aforesaid.

Mouzas and Mahals 22½.

Mouzas 20½. Mahals (2 Markets) 2.

The amount according to the Ferd signed by the Canongoos of the Soubah.

FORM of the SIGN MANUAL.

Be the Suuud granted.

FORM of the FERD SAWAL.

The noblest of Merchants, the English Company, represent that the factory for carrying on their trade in the Pergunnah of Calcutta, lying near the sea, and being liable to continual alarms and interruptions from the enemy for their defence, they have made a tank of water round their factory, and

* About the beginning of December 1758

† This is written by the Royroyan.

‡ In the original Fasset Krul.

left an esplanade on all sides at the distance of a cannon shot; and that the Mouza of Govindpoor, etc., in the districts of the Pergunnah of Calcutta, etc., of the Circar Sautgaum, belonging to the Paradise of Nations, the Soubah of Bengal, dependent on the Khalsa Shereefa and jaghire of the Circar, adjoin thereto; they request that a Sunnud, exempting them from the payment of the rents thereof, be granted them. In this particular what are your commands?

Mouzas 20½. Mahals (2 Markets) 2.

Amounting, according to the account signed by the

Canongoos of the Soubah, to ... Rs. 8,836 4 3 2

Mouza of Govindpoor, etc., belonging to the Pergunnah of Calcutta

Mouza with Kissmutteas 12.

In all 6¾ Mouzas. Amount ... 2,542 14 2 3

Kerria Kissmut of Govindpoor.

Mouza of 8 annas. Amount Jaghire 338 11 16 2

Kerria Kissmut of Mirzapoor.

Mouza of 8 annas. Amount ... 131 10 17 3

Kerria Kissmut of Gunnispoor, in the bounds of
Molunga, of the Khalsa.

Mouza of 8 annas. Amount ... 171 13 19 2

Kerria Kissmut of Chowrungee of the Jaghire.

Mouza of 8 annas. Amount ... 44 8 2 2

Kerria Kissmut of Dhulland.

Mouza of 8 annas. Amount ... 227 11 12 2

Kerria Kissmut of Jella Colunda.

Mouza of 8 annas. Amount ... 266 2 13

Kerria Kissmut of Dilliah Danghee of the Jaghire.

Mouza of 12 annas. Amount ... 582 15 6 3

Kerria Kissmut of Anhattee of the Jaghire.

Mouza of 6 annas. Amount ... 184 13 16 1

Kerria Sulduah of the Jaghire.

One Mouza. Amount ... 355 13 11

Kerria Kissmut of Bharee Birjhee.

Mouza of 6 annas. Amount ... 63 4 2

Kerria Kispoorperra of the Jaghire.

One Mouza Amount ... 191 0 5

Kerria Kissmut of Bharee Serampoor of the Jaghire.

Mouza of 4 annas.	Amount	.	34	5	17	1
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Kissmut Mouza of Dhellunt, etc, belonging to the Pergunnah of Paikan

Twelve Monzas, including Kissmutteas, in all 6½ Mouzas of the khalsa.

Amount	1,894	4	2
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Kerria Kissmut of Dhellunt.

Mouza of 8 annas	Amount	...	253	10	12	1
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Kerria Kissmut of Soota Lootee

Mouza of 6 annas.	Amount	...	113	7	1	1
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Kerria Kissmut of Govindpoor.

Mouza of 8 annas	Amount	...	161	3	13	
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Kerria Kissmut of Chowrungee

Monza of 8 annas	Amount	...	97	7	0	
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Kerria Kissmut of Mirzapoor

Mouza of 8 annas.	Amount	...	150	8	8	1
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Kerria Rocul Koorea,

One Mouza	Amount	...	178	12	1	
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Kerria Kissmut of Deccan Paikparra.

Mouza of 2 annas.	Amount	...	15	9	15	
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Kerria Kissmut of Dhela Dangee

Mouza of 4 annas.	Amount	..	156	13	6	
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Kerria Kissmut of Anhattee.

Mouza of 10 annas.	Amount	...	218	10	12	
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Kerria Kissmut of Jella Colunda.

Mouza of 8 annas.	Amount	...	147	2	16	1
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Kerria Kissmut of Bharee Birjhee.

Mouza of 10 annas.	Amount	...	227	2	2	
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Kerria Kissmut of Bharee Serampoor.

Mouza of 12 annas.	Amount	...	123	12	7	
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Mouza of Shimla, etc, belonging to the Pergunnah of Manpoor.

Three Mouzas entire of the Khalsa. Amount ... 331 15 11

Kerria Shimla.	One Mouza.	Amount	121	15	3	2
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Kerria Maukhund. One Mouza. Amount	180	4	13	2
Kerria Awdinghu. One Mouza. Amount	29	11	14	
Mouzah of the Town of Calcutta, etc., belonging to the Pergunnah of Ameerabad.				
Six and half Mouzas and Mahals. Amount	4,008	10	11	
Kerria of the Town* of Calcutta.				
One Mouza. Amount ...	1,376	13	7	2
Kerria Kissmut of Soota Nootee				
Mouza of 10 annas. Amount ...	1,392	9	14	2
Kerria Kissmut of Deccan Paikparra.				
Mouza of 14 annas of the Jaghire.				
Amount ...	479	2	2	
Kerria of Birjhee.				
One Mouza of the Jaghire. Amount	114	7	2	2
Kerria of Serampoor.				
One Mouza of the Jaghire. Amount	50	13	15	2
Market of Soota Lootee.				
One Mahal of the Khalsa. Amount.	272	2	2	
Market of Govindpoor.				
One Mahal of the Khalsa. Amount.	322	12	5	2
Kerria Kissmut of Aboab Fouzdarry of the Town of Calcutta, etc.				
Amount ...	8	3	18	1

FORM of the SIGN MANUAL.

The Muchulca being taken according to the form.

Be the Sunnud granted.

Mem.—Here follows the Ferd Hucceekut, and also the Muchulca of the Company, which are in the same form as those in the Sunnud foregoing for the Company's Zemindary.

* In the original it is Dhee Calcutta.

NO LXIV

1759

Au nom de la Trinite très Sainte

A tous ceux que ces présentes concernent, ou en quelque manière peuvent intéresser, soit notoire

Le très noble & très Respectable Président & Conseil du fort William & le très Noble & très respectable Directeur & Conseil du fort Gustavus, dans ces pais ici, témoignant un desir ardent d'assoupir les troubles que agitent Bengale d'obtenir aux calamités si souvent éprouvées de faire cesser, ôter & terminer tous les obstacles & différens survenus & de restaurer dans leurs établissemens une tranquillité parfaite ont pour cette fin nommés muni de pleins pouvoirs & députés au lieu destiné aux conférences à Garrethy, les honorables Messieurs savoir

Le très Noble & très Respectable Président & Conseil du fort William, Messieurs Richard Beeher & John Cooke Conseillers du gouvernement

Le très Noble & très Respectable Directeur et Conseil du fort Gustavus Messieurs Jean Bacheracht & Jean Charles Kist Membres du Conseil politique & de la Justice

Lesquels après s'avoir mutuellement assurés de leurs pleins pouvoirs expédiés en bonne forme, & confère des différens objets que leur Princesse ici ont jugés nécessaires pour être insérés dans ce présent Instrument d'un general accommodement, finalement sont convenus après une délibération mûre, d'une pacification, dont est issue heureusement une cessation entière de toutes les hostilités tant par mer que par terre, selon les articles dont le contenu ici suit

DEMANDES

de la part des Anglois

ART 1er

Messieurs le Directeur & Conseil de Chintsura donneront satisfaction suffisante à Messieurs le Président & Conseil du Fort William de l'insulte offerte au Pavillon Britannique, par les Commandans des Vaisseaux Hollandois et pour la detention de plusieurs de nos Vaisseaux, qui ont été saisis et arrêtés au bas de la Rivière contre les traites et l'alliance qui subsiste entre les deux Nations et

RÉPONSE

de la part des Hollandois

pacifiques les troubles qui ont entrevenus & ont été évités par une intelligence entre les deux Nations ne peuvent pas produire comme ils n'ont pas produit une amitié sensible, & tout ce qui est passé en bas par les deux Nations Anglois et aux Nations indiennes commises, est sans effet

pour les autres actes d'hostilité commis par les dits Vaisseaux.

ART. 2d.

Messieurs le Directeur & Conseil de Chintsura dédommageront et la Compagnie, & les particuliers de tous dommages causés par les Commandans de leurs Vaisseaux, soit par leur ordre, ou non, et rendront immédiatement tous nos Vaisseaux, munitions, et effets qui peuvent encore rester dans leurs mains.

à regret peut-être par des gens d'Equipage au premier abord dans un mal entendement des ordres, avec quelle démonstration ils espèrent que Messieurs le Gouverneur & Conseil seront suffisamment satisfaits.

Comme les Vaisseaux Hollandois ont reçu aussi une grande perte & domnage, il paroît dur d'insister sur le dédommagement; mais ce qui est en effet sera rendu volontairement: On prie Messieurs le Gouverneur & Conseil de réfléchir sur cet Article équitablement, et en cas qu'on ne désistera, nous ferons en sorte de les satisfaire.

Arrêté à Garhatty Le 1er. Decembre 1759.

RICHD. BECHER.

M. JOHS. BACHERACHT.

JOHN COOKE.

J. C. KIST.

DEMANDES.

RÉPONSE

de la part des Hollandois.

de la part des Anglois.

ARTICLE 1e.

ARTICLE 1e.

Que Messieurs les Anglois étant dans les termes d'un accommodement effectuent que leur allié le Nawab s'en retourne ou au moins qu'il se tienne tranquille dans son camp, sans nous faire aucun tort, et que les articles de nôtre accommodement soient acceptés, approuvés & confirmés par le Nawab, comme principal, autant qu'ils le concernent, tant pour le présent que pour l'avenir.

Nous nous sommes déjà servi de tout notre crédit auprès du Nazim, et nous continuerons de même pour l'engager à faire rétirer son armée, le moment que les Messieurs du Gouvernement Hollandois ont remplies ordres. Les articles convenus entre les Anglois et les Hollandois ne peuvent point être entremêlés dans le Traité que le Gouvernement de Hougly doit conclure avec le Nazim comme principal.

2d.

2d.

Un mutuel oubli de tout ce qui s'est passé pendant les troubles, qui ont cessé à présent, de plus une assurance parfaite d'amitié, fidélité & correspondance, qui soient entretenus

Approuvé, autant qu'il ne contrevient point à l'alliance que nous avons avec le Nazim du pais. Pendant que l'amitié subsiste entre nos deux sonverains en Europe.

entre les deux nations par les chefs Respectables de chacune sans tolérer aucune hostilité de part, ni d'autre sous quelque prétexte que ce soit, que chacun fera de son mieux pour entretenir cette Intelligence, & de contribuer en tout ce qui pourroit augmenter le Bonheur de toutes les deux sans donner directement ou indirectement du secours à ceux qui voudroient nuire l'une ou l'autre

3c

Comme on n'a agi ni par déclaration de guerre, ni par commission, nos troupes & gens de mer, ne peuvent être considérés comme prisonniers de guerre qui soient sujets à une capitulation mais simplement comme des arrestés temporels, de sorte qu'ils doivent être libres, et sortir avec tous les honneurs militaires.

4c

Qu'on nous laisse dans une possession libre, tranquille & pas diminuer le, de nos établissemens commerce, droits & prérogatives.

5c

Que toutes les personnes, possessions établissemens, terres, maisons, vaisseaux, bâtimens tant de la Compagnie, qu'aux particuliers, & tout ce qui en dépend, soient déclarés libres & rendus en présence des Députés exprès, des deux partis, dans l'état qu'ils étoient.

6c

Les Ratifications seront échangées sous l'approbation de Messieurs les Directeurs des Compagnies le plus tôt qu'il sera possible

3c

Nous ne regardons point les officiers et troupes Hollandoises comme nos prisonniers mais comme ceux du Nazim. Nous sommes donc prêts à les relâcher dès que le gouvernement de Hougly ont fini leur négociation avec le Nazim, à l'exception de ceux qui veulent entrer dans notre service, ou qui demandent la protection du parti anglais

4c.

Nous n'avons jamais interrompu Messieurs les Hollandais leurs justes droits ou privilèges, et ne sommes point dans l'intention de le faire

5c.

Tous les vaisseaux, maisons, et possessions dans notre possession sont restés des que ces privilèges ont été accordés, ou ne seront de la part de Messieurs le Directeur & Compagnie

2c

Assurance

7e.

Finalement les deux parties seront
garandeurs réciproquement de l'Exé-
cution des Articles précédens.

*Arrêté ce présent à Garhettÿ le 1er
Décembre 1759.*

M. JOHS. BACHERACHT.

J. C. KIST.

7e.

Nous ne voions point la nécessité
de cet article.

*Arrêté ce présent à Garhettÿ le 3me
Décembre 1759.*

RICHD. BECHER.

JOHN COOKE.

REVERS.

Convenu, & arrêté que la Langue françoise, dont on s'est servi dans quelques exemplaires de ce présent traité d'accommodement, & dont on sera obligé de se servir à l'avenir dans son exécution, ne fournira aucun exemple qui pourroit être allégué au préjudice des Maîtres et Principaux respectifs des deux parties Contractantes, mais qu'on se réglera dans la suite selon ce qu'on trouvera à l'égard des Principaux des deux partis qui sont dans le droit, coutume & possession d'expédier & recevoir pareils Traités & actes dans une autre Langue que le françois déjà observé, ou ce qui doit être observé.

Le présent Traité & les accessions qui y peuvent intervenir, retiennent la même vertu, & propriété, que si la même coutume y avoit été observée ; & les articles séparés qu'on y voudroit entremettre conserveront pareillement la même efficace que s'ils étoient inserés dans le traité.

En foi de quoi nous soussignés Députés du très Noble, & très respectable Président & Conseil du fort William, & du très Nobles & très respectable Directeur & Conseil du fort Gustavus, Membres de leurs Assemblées respectives, avons signé ce présent revers, & y fait apposer les Cachets de nos armes.

Ainsi fait au Lieu de nos Conférences à Garhettÿ le 3 Décembre 1759.



M. JOHS. BACHERACHT.



RICHD. BECHER.



J. C. KIST.



JOHN COOKE.

RATIFICATION.

Nous soussignés acceptons par ces présentes, les articles précédents d'un mutuel & réciproque accommodement, négociés & arrêtés pour la pacification générale entre les Etablissements et sujets de nos Maîtres & Principaux respectifs, par nos Deputés Extraordinaires, savoir d'une part, les Sieurs Richard Becher et John Cooke Conseillers du fort William : & de l'autre Les Sieurs Jean Bacheracht & Jean Charles Kist, Membre du Conseil politique et de Justice du fort Gustavus ici, et les approuvons confirmons & ratifions au nom & sous approbation de nos susdits Maîtres & Principaux en Europe, promettant de faire incessamment et fidèlement exécuter la Resti-

ur assoupir toutes les
 & outre cela de faire
 qu'il sera nécessaire
 par une publication solennelle à la connaissance de tous ceux qui dépendent
 de nous, afin qu'elle soit dans tous ses points essentiels religieusement
 observée & ne pourra dans la suite altérer, ou troubler
 subsiste à présent heureusement entre

En foi de quoi nous avons signé et munis ces présentes avec les Sceaux
 de nos deux Nobles Compagnies des Indes Orientales établies ici

Donné

Donné

à

à

*Heugly, le 6e Decembre 1759**Calcutta le 8e Decembre 1759*

Seal

AN BIRDOME
 P VERNLI
 R B ARMENIAULT
 M TSINCK
 J L V SCHEVICHAVEN
 SN DEHOOG
 P W. FALCK.

Seal

ROBERT CLIVE
 C MANNINGHAM
 W F FRANKLAND
 J Z HOLWELL
 W MACKETT
 THOS BODDAM
 WM D SLINGER
 W MCGUIRE

TRANSLATION.

IN THE NAME OF THE MOST HOLY TRINITY.

To all whom these Presents concern, or may in any way interest, be it known

The most noble and most respectable President and Council of Fort William and the most noble and respectable Director and Council of Fort Gustavus in these territories animated by an ardent desire to remove all the troubles, obstacles, and differences which have been experienced in Bengal, and to re-establish complete tranquillity in their respective settlements, have, with this view, nominated & vested with full powers and deputed the following gentlemen to Garahy, the place appointed for the conferences —

On the part of the most noble and most respectable President and Council of Fort William, Messrs Richard Becher and John Coote, Counsellors of the Government

On the part of the most noble and most respectable Director and Council of Fort Gustavus, Messrs John Bichard and John Charles Kist, Members of the Political Council and of the Department of Justice, who discussed the different matters of which the insertion in the present treaty of settlement was considered necessary by their Principals here, and after mature deliberation, a pacification was agreed upon, the result of which has

been an entire cessation of hostilities both by sea and land, according to the terms of the following Articles:—

Demands on the part of the English. Replies on the part of the Dutch.

ARTICLE 1.

The Director and Council of Chinsura shall afford due satisfaction to the President and Council of Fort William for the insult offered to the British flag by the Commanders of Dutch vessels, and for the detention of several of our ships, which have been seized and stopped down the river, contrary to Treaties and the alliance subsisting between the two nations, as well as for other acts of hostility committed by the said vessels.

ARTICLE 1.

The Director and Council of Chinsura state, that as they have always entertained pacific sentiments, the troubles which have arisen and affected the good understanding between the two nations cannot but be a source of great pain, and that what has passed respecting the British flag and the insults offered, has taken place without their orders and to their regret.

Those acts may probably have been committed by the people composing the crew under a misconception of orders. With this explanation it is hoped that the Governor and Council will be satisfied.

ARTICLE 2.

The Director and Council of Chinsura shall indemnify both the Company and individuals for all losses caused by the Commanders of their vessels, whether by their orders or not, and shall immediately give up all our ships, munitions, and effects which may still be in their hands.

ARTICLE 2.

As Dutch vessels have also suffered great loss and injury, it seems hard to insist upon indemnification, but what there is in effects shall willingly be restored.

The Governor and Council are requested to consider this Article in a spirit of equity. In the event of their not desisting, we shall endeavour to satisfy them.

Executed at Garethy, the 1st December 1759.

(Signed) RICHD. BECHER.

(Signed) JOHN BACHERACHT.

„ JOHN COOKE.

„ J. C. KIST.

Demands on the part of the Dutch.

Replies on the part of the English.

ARTICLE 1.

That the English shall cause their ally, the Nawab, to return, or at least

ARTICLE 1.

We have already used all our influence with the Nazim, and will con-

to remain quiet in his camp, without doing us any injury, and that the Articles of our settlement shall be approved, accepted and confirmed by the Nawab as a principal, in as far as they concern him, as well for the present as for the future

ARTICLE 2

There shall be a mutual oblivion of all that passed during the prevalence of troubles which have now ceased, as well as a perfect assurance of friendship fidelity and communication between the two nations through the respectable Chiefs of each, without the toleration of any hostility on either side, under any pretext whatsoever. Each shall do his best to maintain this good understanding and to augment the welfare of both, without directly or indirectly aiding those who may desire to hurt either nation

ARTICLE 3

As the arms done have not resulted from a declaration of war, our troops and soldiers cannot be considered as prisoners of war, subject to a capitulation, but simply as persons under temporary detention they should therefore, be released and allowed to depart with military honours

ARTICLE 4

That we shall be left in free, quiet, and undiminished possession of our establishments, commerce, rights, and prerogatives

to continue doing so with a view to induce him to withdraw his army, as soon as the gentlemen of the Dutch Government have fulfilled his orders

The Articles agreed upon between the English and the Dutch cannot be intermixed in the Treaty which the Government of Hooghly is to conclude with the Nazim as principal

ARTICLE 2

Approved, so far as this Article does not contravene our alliance with the Nazim of the country, and shall be observed while friendship shall subsist between our respective Sovereigns in Europe

ARTICLE 3

We do not regard the Dutch Officers and troops as our prisoners, but as those of the Nazim. We shall, therefore, be prepared to release them as soon as the Government of Hooghly shall have brought its negotiations with the Nazim to a close, with the exception of such of them as may wish to enter our service or may apply for the protection of the British flag

ARTICLE 4

We have never interrupted the Dutch gentlemen in the enjoyment of their just rights or privileges, and have no intention to do so.

which said Articles and conditions are at the request of both the contracting parties guaranteed to them respectively by the undersigned President and Council of Fort William.

Molk Beadür, de volbrenging der voorsz: artikelen en voorwaarden, is op verzoek byder contracteerende partyen, geguaranteerd door de respective onderget: President en raad van't fort William.

ARTICLE 1ST.

The Directore and Council shall immediately send away from Chinchura and their other Factories all the Europeans they have exceeding the number of one hundred and twenty-five granted them by Treaty: The said men may remain on Board of their Ships at Culpee or Fulta till an opportunity offers of conveying them to Batavia.

ART. 1.

Den Directeür en Raad van Chinsûra, zullen onmiddelyk van rloongly en hünne verdere Comptoiren alhier, wegzenden, alle de manschap die't getal van 125 koppen te boven gaat, hün by vorige Tractaten toogestaan: zullende zich dezelve op een hünner te Culpi of Foltaliggende Scheepen zo lang moeten ophouden tot dat ze by eene gemackelyke gelegenheid Batavia-wards kunnen vervoerd werden.

2ND.

That if they have erected any new Fortifications or deepened or widened their Ditch since the execution of their Treaty with the Nabob, they shall be immediately reduced to their former condition.

2.

Dat by aldien ze eenige nieuwe vüestingwerken hebben opgeworpen, of hunne grachten üytgediegt, vergroot of verwyderd zedert den dag der volvoering van hün laast met den Nabab geslotene Tractaat, onmiddelyk tot hünne vorige staat zullen wederbrengen.

3RD.

That if they have augmented their number of Guns or their quantity of Military Stores beyond what is necessary for the ordinary uses of their Factory, the overplus shall immediately be sent away in the same manner as is mentioned in the first Article regarding the men.

3.

Dat ingevalle zy't getal van hünne canonen of Oorlogs ammonitie hebben vermeerderd boven't geen zij tot't ordinair gebrüyk in hunne bezittingen benodigt hebben, zy't overschot in zelvervoegen zullen doen verzenden als by't eerste artikel ten opzichte der manschap is vermeld.

4TH.

That they shall never suffer more than one Europe Ship at a time to come higher up the River than

4.

Dat ze nooyt zullen gedoogen meer dan een Europisch Schip, tegetykhoooger dan Culpi, Folta of Mayapour,

Culpee Fulta or Myapore without the express leave of the Nabob first obtained

5TH.

The said Deputies on the part of the said Directore and Council do hereby renew, confirm and ratify all the conditions by them agreed on in the Treaty concluded between the English Commissaries on behalf of the Nabob and the Commissaries on the part of the said Directore and Council the 3rd of December 1759, and more expressly and particularly that part which limits their forces in Bengal to the number of one hundred and twenty-five Europeans.

6TH.

The said Directore and Council shall now and at all times when the Nabob may require it permit an officer of his together with an English officer to review the men and Military Stores in Chinchura and their other Factories. Or if any other means can be agreed on between the Governor and Council of Fort William and the Directore and Council of Chinchura whereby the number of the men and the quantity of Military Stores may be ascer-

to answer to the Nabob as Guarantees for the Security of his Country, in such case the Nabob will not insist upon the review.

7TH.

The Nabobs Duan Ray Rayen Amceed Ray on the behalf of the Nabob solemnly engages to the said

te laten opkomen zonder alvorens daartoe van den Nabab eene uydrukke kelyke vergunning erlangt te hebben.

5

De voorsz Gecommitteerdens van wegens den Directeur en Raad van Chinsura, vernieuwen, bevestigen en ratificeeren mits dezen alle de voorwaarden byhen aangenomen in t Tractaat gesloten tusschen de Engels he Commiss als mede den Nabab ter eene, en den Directeur en Raad van Hougly ter andere zyde, op den 3 Xber 1759 en in't byzonder dat gedeelte welk de Militaire Magt in Beng le op 125 Europeesen bepaalt

6

De voorsz Directeur en Radd, zullen nu en ten allen tyden, wanneer t de Nabab mogte requireeren toestaan dat een zyner Officiereen vergezeld met eenen Engelsen der hunne Manschap en Oorlogs voorraade Chinsura en verdere Comptoiren overzien. Of indien men tusschen den Gouverneur en Raad van t Fort William en den Directeur en Raad van Chinsura door eenige andere middelen kan overeenkomen waardoor den Gouverneur en den Raad van t Fort William konde tot deszelfs genoegen verzekert werden van t getal hunner manschap, en de hoeveelheid van derzelver kr,gs voorraad, en Zy als vermiddelaar mogten & mogende wezen, den Nabab een voldoende antwoord te geven, omtrend de veiligheid van zyn land, dat als an in een alzuik geval de Nabab niet zoude op de mostering insisteren

7

De Nababs Duwan Raay Raayaan Amceed Raay verbind zig plegtelyk van wegens den Nabab, aanden voorgemel-

Directore and Council that on their complying with the before going conditions, they shall hereafter be supported in all their Rights, Liberties and Prerogatives in Trade as granted them by the Phirmaunds of the Mogul.

8TH.

That they shall in future be burthen'd with no new or unusual Taxes or Contributions whatsoever, and particularly that they shall be freed from the payment of the sum exacted from them for some years past by the Soubah of Patna under the title of Peshcush due for the privilege of the Trade of Salt Petre; it not being just that the said Directore and Council should continue to pay for a privilege that they do not now hold.

9TH.

That they shall have a free and uninterrupted passage for their Ships and Vessels in the River with the exception mentioned in the 4th Article, as also for their Oxen, Carts, Cooleys, Peons, Cossids, &c, by land to their usual destin'd Place, with the seal of the Company and that of the Directore or Chiefs or other Servants properly qualified, without being subject to any impositions from any Phousdars, Jaguerdars, Chowkeydars, Droghers or other Officers of the Government.

10TH.

That in consequence of the several Phirmaunds by them obtained: The Dutch East India Company's Trade in the Provinces of Bengal, Bahar and Orixá shall be free and uninterrupted in all Articles whatsoever, excepting the purchase of

den Directeur en Raad, dat zodra zich de voorengenoemde voorwaarden hebben onderworpen, in alle hún regelen, Vrijheden en Prerogative hún bij Firmaans van de Mogol ve eend, zullen werden ondersteund.

8.

Dat zy in den aanstaande, met geen nieuwe of ongewone geld afpersingen: hoe genaamt, zullen werden beladen, en voornamentlyk dat ze zullen bevryd zyn van de betaling eener Somma, hun eenige jaaren geleden door den Souba van Patna voor de privilegie van den Salpeter handel, onder den naam van Peeskes afgeeischt, door dien't niet billyk zöude zyn dat gemelde Directeur en Raad zoude continueren te betalen voor een privilegie, dat ze thans niet meer behouden.

9.

Dat ze voor húnne Scheepen en vaar tuýgen zullen hebben een vrye en on gehinderde doortogt, egter met deeze uytzondering als byt vierde artikel vermeld staat, zo-mede over land voor húnne ossen, karren, coulyspions, casseds na húnne gewoonlyke bestemde plaatsen gaande, mits voorzien zynd met't zegel van de comps: en dat van den Directeur opperhoofden of andere daartoe gequalificeerde Dienaren zondereenige belasting van Faúdaars, Jagierdaars, Choukidaars, Derrogas of andere officieren van de Regeering, onderhevig te zyn.

10.

Dat ingevolge van verscheide door hún verkregene Firmaans, den handel van de Nederlandsche Oost Indische Comp: in Bengalen, Behaar en Orixá, vry en ongestoord, in alle artikelen hoegenaamt, zal worden gedre-

Salt Petre of which the Nabob has granted to the English the Exclusive Priviledge

IIITH

That the Nabob will order the account of their coinage in t c m nt at Cariem Abaad to be adjusted and the balance which may appear due to be discharged, and that in future their Business in the said Mint shall be carried on without molestation or hindrance and the nett produce be delivered wtl out any detention or unlawful deduction

Done at Fort William, this 23rd of August 1760

The above mentioned Articles having been duly ratified by the Nabob on one part and on the other by the Directore and Council of Clinchura are now signed by us the Governor and Council of Fort William as Guarantecs

Done at Fort William, this 22nd day of September 1760

(Signed) HENRY VANSITTART

„ JOHN CAILLAUD

„ WM B SUMNER

„ T Z HOLWELL

„ W MCGUIRE

„ S VERELST

„ S L SMYTH

„ CLLING SMITH

ven uytgenomen den Salpeter in zaam, welk voorregt den Nabab aan d Engelsen met uytsluyting van alle andere heeft toegestaan

II

Dat de Nabab zal ordre geven om de rekening van hanne verstempeling in de Munt te Carriemabad eifen te stellen en t Saldo dat blyven zal hen nog te competceen uyt te leeren, voorts dat int toekomende, hunne bezigheden in de voorsz Munt vortgang zullen nemen zonder enige de minste molestatie of verhindringe, en dat verdars tnette product, zonder de minste aan of agter houding of afstrekling voortaan zal werden afgelegd

Gege en int Fort William, den 23 Augustus 1760

(Get) J P de WILDE

„ M JOH BACHERACHT

Adriaan Bisdrom directeur van wegens de Edele Nederlandsche Oost Indische Maatschappij in Bengalen Behaar en Orixa benevens ded Krad doen te wecten van allen en eenige lsk die het angaat of eeniger wyze kan aangaan

Alzoo wy t oorbaar en geriden hebben gevonden eene conventie met zyn Excellentie den Heere Jaffer Aliechan, Soua Almulk Beadur, Nabab der Provintien van Bengalen, Behaar en Orixa &c &c &c, aante gaan door dewelke alle redert enige tyd geweene differenten finaal in der minne mogten veressent worden en wy weder zouden kunnen gevoelen de vrugten en eroluwenten enes vren, ongestoorden en onverhinderden handels in deeze gewesten, zovcl als t namelyk doenlyk is en de tyds omstandigheden komen te lyden voorts deeze konventie by wederzydse afgevaardigdens voorzien met een anpel bevel op aag en raareals daar by vermeld Staat, in de

vorenstaande artikelen en konditien onder den middeling en guarantie des respectiven President en Raad van't Fort William gesloten, ondergeschreven en getekent is geworden;

En vermits de inhoud van't voorsz: Instrúment dicteerd, dat de acten van ratifikatien van d'eene & d'andere zyde in goede en behooryke forme zullen worden uytgewisseld, binnen de tyd van twintig dagen te rekenen van den dag der onderteekening; zo is't: Dat we, em overtuygende bewyzen te gēven, van onze opregtheid, en om te voldoen aan'tgeen onze gecommitteerdens voor ons beloofd hebben, de voorsz: conventie in alle haare hoofden, artikelen en voorwaardens generalek zo veel in ons is, egter onzer approbatie anzer Heeren en Meesters en illibaat den eygendom van derzelver verkregene waare regten, Vryheiden en besittingeu alhier, hebben geaggreërd en geratificeerd, gelyk wy, dezelve alles aggreeren en ratificeeren by dezen, belovende ter goeder trouwe en sinceerlyk, dat wy, alle't geene allessis daarin overeengekomen, gesloten en by ons geratificeerd is geworden, van point tot point zullen nakomen, onderhouden, en zorge dragen dat by onze onderhorige egalyk, zonder daar tegen te doen direct of indirectelyk op wat wyze en manier't ook zaude moge wezen g'observeerd worde.

Tot bekragtiging en kondschap van alle het welke hebben wy deeze met onze hand onderteekend, en ons groot zegel daarby doen stellen.

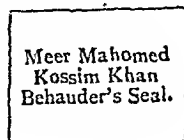
Gegeven binnen't Fort Gustavus, ten onzen Nederlandschen Hoofd Comptoire Hougly in Bengalen dezen 20 September 1760.



- (Getk.) 1 AN. BISDOM.
(") 2 R. B. ARMENAUT.
(") 3 L. ZUYDLAND.
(") 4 M. TSINCK.
(") 5 J. L. V. SCHEVICHAVEN.
(") 6 SN. DEHOOG.
(") 7 J. C. KIST.
(") 8 P. W. FALCK.

NO. LXVI.

A TREATY between the NABOB MEER MAHOMED KOSSIM KHAN and the COMPANY,—1760.



Two Treaties have been written of the same tenor, and reciprocally

exchanged, containing the Articles undermentioned, between Meer Mahomed Kossim Khan Behauder and the Nabob* Shum's-ô-Dowla, Governor, and the rest of the Council, for the affairs of the English Company, and during the life of Meer Mahomed Kossim Khan Behauder, and the duration of the factories of the English Company in this country, this Agreement shall remain in force God is witness between us that the following Articles shall in no wise be infringed by either party —

ARTICLE 1

The Nabob, Meer Mahomed Jaffer Khan Behauder, shall continue in possession of his dignities, and all affairs be transacted in his name, and a suitable income shall be allowed for his expenses

ARTICLE 2

The Neabut of the Soubahdarry of Bengal, †Azimabad and Orissa, &c., shall be conferred by His Excellency, the Nabob, on Meer Mahomed Kossim Khan Behauder, he shall be invested with the administration of all affairs of the Provinces, and after His Excellency he shall succeed to the Government

ARTICLE 3

BETWIXT us and Meer Mahomed Kossim Khan Behauder, a firm friendship and union is established, his enemies are our enemies, and his friends are our friends

ARTICLE 4

The Europeans and Telingas of the English Army shall be ready to assist the Nabob, Meer Mahomed Kossim Khan Behauder, in the management of all affairs, and in all affairs dependent on him, they shall exert themselves to the utmost of their abilities

ARTICLE 5

For all charges of the Company and of the said Army, and provisions for the field, &c., the lands of Burdwan, Midnapore and Chittagong shall be assigned, and Sunnuds for that purpose shall be written and granted. The Company is to stand to all losses and receive all the profits of these three countries, and we will demand no more than the three assignments aforesaid

ARTICLE 6

One-half of the Chunam produced at Sylhet for three years shall be purchased by the Gomastahs of the Company from the people of the Government, at the customary rate of that place. The tenants and inhabitants of those districts shall receive no injury

* Governor & his Council.
† Or Behar.

ARTICLE 7.

The balance of the former tuncaw shall be paid according to the kist-bundee agreed upon with the Royroyan. The jewels which have been pledged shall be received back again.

ARTICLE 8.

We will not allow the tenants of the Circar to settle in the lands of the English Company, neither shall the tenants of the Company be allowed to settle in the lands of the Circar.

ARTICLE 9.

We will give no protection to the dependents of the Circar in the lands, or in the factories of the Company, neither shall any protection be given to the dependents of the Company in the lands of the Circar; and whosoever shall fly to either party for refuge shall be delivered up.

ARTICLE 10.

The measures for war and peace with the Shahzada, and raising supplies of money, and the concluding both these points, shall be weighed in the scale of reason, and whatever is judged expedient shall be put in execution; and it shall be so contrived by the joint councils, that he be removed from this country, nor suffered to get any footing in it. Whether there be peace with the Shahzada or not, our agreement with Meer Mahomed Kossim Khan Behauder, we will (by the grace of God,) inviolably observe, as long as the English Company's factories continue in the country.

Dated the 17th of the month Sophar, in the 1174 year of the Hegira, or the 27th September 1760.

(Sign Manual of Meer Mahomed Kossim Khan).

This was sealed on the 18th of the month Sophar, in the eleven hundred and seventy-fourth year of the Hegira, and the proposals agreed to.

SUNNUDS GIVING EFFECT TO THE ABOVE TREATY.

- I. SUNNUD under the SEAL of the NABOB NASEER UL MULCK IMTEAZ ô DOWLA NESSERAT JUNG MEER MAHOMED KOSSIM, KHAN BEHAUDER.

To the Zemindars, Canongoos, Talookdars, Tenants, Husbandmen and Chiefs of the villages of the Pergunnah of Burdwan, &c., the Zemindarry of the Raja Tillukchund, in the districts of the Soubah of Bengal: Be it known that whereas divers wicked people have traitorously stretched forth their hands to plunder the subjects, and waste the royal dominions, for this reason the said Pergunnah, &c., is granted to the English Company, in part of disbursement of their expenses, and the monthly maintenance of five hundred European horse, two thousand European foot, and eight thousand

sepoys, which are to be entertained for the protection of the royal dominions. Let the above officers quietly and contentedly attend and pay to the persons appointed by the English Company the stated revenues, and implicitly submit in all things to their authority. And the office of the Collectors of the English Company is as follows—They shall continue the zemindars and their revenues of the lands, and the expenses of the Company and the pay of the troops, and they may be always ready cheerfully and vigorously to promote the affairs of the King. Let this be punctually observed.

Dated the 4th of the moon Rabbi-ul-Awul, 1st Sun, answering to the 1st month of the Cautic 1176, Bengal style.

NB—Sunnuds for the Chuckla of Midnapore, in the districts of the Soubah of Orissa and for the Phanna of Islamabad or Chittagong, appertaining to the Soubah of Bengal, are worded as the above.

2. SUNNUD under the Seal of the NABOB NASEER-UL-MULCK, &c.

To the Daroga of Chanam, to the Naib of Sylhet. Be it known, that whereas the English Company are constructing a Fort in Calcutta, and meet with stone chunam, for chunam is produced at that place) be delivered to the Gomastahs of the English Company for the term of three years, that no delays may be occasioned in finishing the Fort aforesaid; and the other half is to be sent for the Circar. Let this be punctually observed.

Dated the 4th of the moon Rabbi-ul-Awul, 1st Sun, answering to the 1st of the month Cautic 1176, Bengal style.

NO. LXVII.

ARTICLES of a TREATY and AGREEMENT between the GOVERNOR and COUNCIL of FORT WILLIAM, on the part of the ENGLISH EAST INDIA COMPANY and the NABOB SUJAH-UL-MULCK, HOSSAM-O-DOWLA, MEER MAHOMED JAFFIER KHAN BEHAUDER, MAHABUT JUNG,—1763.

Company's
large Seal.

The Seal of the Nabob
Meer Mahomed Jaffer Khan
Behauder, Mahabat Jung, &c.

On the part of the Company.

We engage to reinstate the Nabob Meer Mahomed Jaffier Khan Behauder in the Soubahdarry of the Provinces of Bengal, Behar, and Orissa, by the deposal of Meer Mahomed Kossim Khan; and the effects, treasure, and jewels, &c., belonging to Meer Mahomed Kossim Khan which shall fall into our hands, shall be delivered up to the Nabob aforementioned.

On the part of the Nabob.

ARTICLE 1.

The Treaty which I formerly concluded with the Company upon my accession to the Nizamut, engaging to regard the honour and reputation of the Company, their Governor and Council, as my own, granting perwannahs for the Currency of the Company's business; the same Treaty, I now confirm and ratify.

ARTICLE 2.

I do grant and confirm to the Company for defraying the expenses of their troops, the Chucklas of Burdwan, Midnapore, and Chittagong, which were before ceded for the same purpose.

ARTICLE 3.

I do ratify and confirm to the English the privilege granted them by their Firmaund and several Husbulhookums, of carrying on their trade by the means of their own dustuck, free from all duties, taxes, or impositions, in all parts of the country, excepting the article of salt, on which a duty of $2\frac{1}{2}$ per cent. is to be levied on the rowana, or Hooghly market price.

ARTICLE 4.

I give to the Company half the saltpetre which is produced in the country of Purnea, which their Gomastahs shall send to Calcutta. The other half shall be collected by my Fouzdar for the use of my offices; and I will suffer no other person to make purchases of this article in that country.

ARTICLE 5.

In the Chuckla of Sylhet, for the space of five years, commencing with the Bengal year 1170, my Fouzdar and the Company's Gomastah shall jointly prepare chunam, of which each shall defray half the expenses; and half the chunam so made shall be given to the Company, and the other half shall be for my use.

ARTICLE 6.

I will maintain twelve thousand horse and twelve thousand foot in the three Provinces. If there should be occasion for any more the number shall be increased by consent of the Governor and Council proportionably to the

emergency Besides these, the force of the English Company shall always attend me when they are wanted

ARTICLE 7

Wherever I shall fix my court either at Moorshedabad or elsewhere, I will advise the Governor and Council and what number of English forces I may have occasion for in the management of my affairs, I will demand them, and they shall be allowed me and an English gentleman shall reside with me, to transact all affairs between me and the Company, and a person shall also reside on my part at Calcutta to negotiate with the Governor and Council

ARTICLE 8

The late Perwannahs issued by Kossim Ally Khan, granting to all merchants the exemption of all duties for the space of two years shall be reversed and called in, and the duties collected as before

ARTICLE 9

I will cause the rupees coined in Calcutta to pass in every respect equal to the siccas of Moorshedabad without any deduction of batta, and whosoever shall demand batta shall be punished

ARTICLE 10

I will give thirty lal his of rupees to defray all the expenses and loss accruing to the Company from the war and stoppage of their investment, and I will reimburse to all private persons the amount of such losses proved before the Governor and Council as they may sustain in their trade in the country If I should not be able to discharge this in ready money, I will give assignments of land for the amount

ARTICLE 11

I will confirm and renew the Treaty which I formerly made with the Dutch.

ARTICLE 12

If the French come into the country, I will not allow them to erect any fortifications, maintain forces hold lands, Zemindarries, &c, but they shall pay tribute, and carry on their trade as in former times

ARTICLE 13

Some regulations shall be hereafter settled between us for deciding all disputes which may arise between the English Agents and Gomastahs in the different parts of the country and my officers

In testimony whereof, we, the said Governor and Council, have set our hands and affixed the seal of the Company to one part hereof, and the

Nabob aforenamed hath set his hand and seal to another part hereof, which were mutually done and interchanged at Fort William, the 10th day of July 1763.

(Signed)	HENRY VANSITTART:
„	JOHN CARNAC.
„	WILLIAM BILLERS.
„	WARREN HASTINGS.
„	RANDOLPH MARRIOT.
„	HUGH WATTS.

DEMANDS made on the part of the NABOB MEER MAHOMED JAFFIER KHAN, and agreed to by the COUNCIL at the time of signing the Treaty.

ARTICLE 1.

I formerly acquainted the Company with the particulars of my own affairs, and received from them repeated letters of encouragement and kindness with presents; I now make this request that you will write in a proper manner to the Company, and also to the King of England the particulars of our friendship and union, and procure for me writings and encouragement, that my mind may be assured from that quarter, that no breach may ever happen between me and the English, and that every Governor, Counsellor, and Chief of the English that are here, or may hereafter come, may be well disposed and attached to me.

ARTICLE 2.

Since all the English gentlemen, assured of my friendly disposition to the Company, confirm me in the Nizamut, I request that to whatever I may at any time write, they will give their credit and assent, nor regard the stories of designing men to my prejudice, that all my affairs may go on with success and no occasion may arise for jealousy or ill-will between us.

ARTICLE 3.

Let no protection be given by any of the English gentlemen to any of my dependents, who may fly for shelter to Calcutta or other of your districts, but let them be delivered up to me on demand. I shall strictly enjoin all my Fouzdars and Aumils, on all accounts to afford assistance and countenance to such of the Gomastahs of the Company as attend to the lawful trade of their factories; and if any of the said Gomastahs shall act otherwise, let them be checked in such a manner as may be an example to others.

ARTICLE 4.

From the neighbourhood of Calcutta to Hooghly, and many of their Pergunnahs bordering upon each other, it happens that, on complaints being made, people go against the talookdars, ryots, and tenants of my town, to the prejudice of the business of the Circar, wherefore let strict orders be given that no peons be sent from Calcutta, on the complaints of any one upon my talookdars or tenants, but on such occasions let application be made to me, or to the Naibs of the Fouzdarry of Hooghly that the country may be subject

let no one molest them Chandernagore and the French factory were presented to me by Colonel Clive, and given by me in charge to Ameer Beg Khan, for this reason let strict orders be given that no English gentleman exercise any authority therein, but that it remain, as formerly, under the jurisdiction of my people.

ARTICLE 5

Whenever I may demand any forces from the Governor and Council for my assistance, let them be immediately sent to me, and no demand made on me for their expenses

The demands of Nabob Shujah ul Mulck, Hossam ô Dowla, Meer Mahomed Jaffier Khan Bchauder, Mirhabut Jung, written in five Articles, we, the President and Council of the English Company, do agree and set our hands to, in Fort William, the 10th of July 1763.

(Signed)	HENRY VANSITTART.
"	WILLIAM BILLERS.
"	JOHN CARTIER.
"	WARREN HASTINGS.
"	RANDOLPH MARRIOTT.
"	HUGH WATTS.

NO. LXVIII.

NABOB MEER MAHOMED JAFFIER ALLY KHAN'S Note for Five Lakhs of Rupees per month for the expenses of the Army,—
1764.

ACCOUNT of money settled for the expenses of the Europeans and Sepoys, the Artillery, and raising of the Cavalry, which shall be paid a month

sooner or later, according to the particulars undermentioned, from the beginning of the month Sophar (31st of July 1764) of the 5th year of the reign, till the removal of the troubles with the Vizier, *viz.*—

In the Province of Bengal, at Moorshedabad... Rs. 3,00,000

In the Province of Behar, at Patna „ 2,00,000

Total ... Rs. 5,00,000

Written the 19th of Rubbi-ul-Awul, the 5th year of the Faloos, 16th September 1764.

N.B.—I will include in the aforesaid sum whatever balance may be due from me on account of my former agreement with the Company.

NO. LXIX.

ARTICLES of a TREATY and AGREEMENT concluded between the GOVERNOR and COUNCIL of FORT WILLIAM, on the part of the ENGLISH EAST INDIA COMPANY, and the NABOB NUDJUM UL DOWLA,—1765.

On the part of the Company.

WE, the Governor and Council, do engage to secure to the Nabob Nudjum-ul-Dowla, the Soubahdarry of the Provinces of Bengal, Behar, and Orissa; and to support him therein with the Company's forces against all his enemies. We will also at all times keep up such force as may be necessary effectually to assist and support him in the defence of the Provinces; and as our troops will be more to be depended on than any the Nabob can have, and less expensive to him, he need therefore entertain none but such as are requisite for the support of the Civil Officers of his government, and the business of his collections through the different districts.

We do further promise that in consideration the Nabob shall continue to assist in defraying the extraordinary expenses of the war now carrying on against Sujah-ul-Dowla, with five lakhs of rupees per month, which was agreed to by his father; whatever sums may be hereafter received of the King, on account of our assistance afforded him in the war, shall be repaid to the Nabob.

On the part of the Nabob.

In consideration of the assistance the Governor and Council have agreed to afford, in securing to me the succession in the Soubahdarry of Bengal, Behar, and Orissa, heretofore held by my father, the late Nabob Meer Jaffier

Ally Khao, and supporting me in it against all my enemies I do agree and bind myself to the faithful performance of the following Articles —

ARTICLE 1.

The Treaty which my father formerly concluded with the Company
 honor and
 s his own,
 e, the same
 ed to, I do

ARTICLE 2

Considering the weighty charge of government, and how essential it is for myself, for the welfare of the country, and for the Company's business, that I should have a person who has had experience therein to advise and assist me, I do agree to have one fixed with me, with the advice of the Governor and Council, in the station of Naib Soubah, who shall accordingly have immediately under me the chief management of all affairs. And as Mahomed Reza Khan, the Naib of Dacca has in every respect my approbation and that of the Governor and Council, I do further agree that this trust shall be conferred on him, and I will not displace him without the acquiescence of those gentlemen and in case any alteration in this appointment should hereafter appear advisable, that Mahomed Reza Khan, provided he has acquitted himself with fidelity in his administration, shall in such case be reinstated in the Naibship of Dacca with the same authority as heretofore.

ARTICLE 3

The business of the collection of the revenues shall, under the Naib Soubah, be divided into two or more branches as may appear proper, and as I have the fullest dependence and confidence on the attachment of the English and their regard to my interest and dignity, and am desirous of giving them every testimony hereof, I do further consent that the appointment and dismissal of the Muttasaddes of those branches, and the allotment of their several districts, shall be with the approbation of the Governor and Council, and, considering how much men of my rank and station are obliged to trust to the eyes and recommendations of the servants about them, and how liable to be deceived it is my further will that the Governor and Council shall be at liberty to object and point out to me when improper people are entrusted, or where my officers and subjects are oppressed, and I will pay a proper regard to such representations, that my affairs may be conducted with honor, my people everywhere be happy, and their grievances be redressed.

ARTICLE 4.

I do confirm to the Company, as a fixed resource, for defraying the ordinary expenses of their troops, the Chukkas of Burdwan, Midnapore, and Chittagong, in as full a manner as heretofore ceded by my father. The

sooner or later, according to the particulars undermentioned, from the beginning of the month Sophar (31st of July 1764) of the 5th year of the reign, till the removal of the troubles with the Vizier, viz.—

In the Province of Bengal, at Moorshedabad... Rs. 3,00,000

In the Province of Behar, at Patna ,, 2,00,000

Total .. Rs. 5,00,000

Written the 19th of Rubbi-ul-Awul, the 5th year of the Faloos, 16th September 1764.

N.B.—I will include in the aforesaid sum whatever balance may be due from me on account of my former agreement with the Company.

NO. LXIX.

ARTICLES of a TREATY and AGREEMENT concluded between the GOVERNOR and COUNCIL of FORT WILLIAM, on the part of the ENGLISH EAST INDIA COMPANY, and the NABOB NUDJUM UL DOWLA,—1765.

On the part of the Company.

WE, the Governor and Council, do engage to secure to the Nabob Nudjum-ul-Dowla, the Soubahdarry of the Provinces of Bengal, Behar, and Orissa; and to support him therein with the Company's forces against all his enemies. We will also at all times keep up such force as may be necessary effectually to assist and support him in the defence of the Provinces; and as our troops will be more to be depended on than any the Nabob can have, and less expensive to him, he need therefore entertain none but such as are requisite for the support of the Civil Officers of his government, and the business of his collections through the different districts.

We do further promise that in consideration the Nabob shall continue to assist in defraying the extraordinary expenses of the war now carrying on against Sujah-ul-Dowla, with five lakhs of rupees per month, which was agreed to by his father; whatever sums may be hereafter received of the King, on account of our assistance afforded him in the war, shall be repaid to the Nabob.

On the part of the Nabob.

In consideration of the assistance the Governor and Council have agreed to afford, in securing to me the succession in the Soubahdarry of Bengal, Behar, and Orissa, heretofore held by my father, the late Nabob Meer Jaffer

Ally Khao, and supporting me in it against all my enemies, I do agree and bind myself to the faithful performance of the following Articles.—

ARTICLE 1.

The Treaty which my father formerly concluded with the Company upon his first accession to the Nizamut, engaging to regard the honor and reputation of the Company and of their Governor and Council as his own, and granting perwannahs for the currency of the Company's trade, the same Treaty, as far as is consistent with the Articles hereafter agreed to, I do hereby ratify and confirm

ARTICLE 2.

Considering the weighty charge of government, and how essential it is for myself, for the welfare of the country, and for the Company's business, that I should have a person who has had experience therein to advise and assist me, I do agree to have one fixed with me, with the advice of the Governor and Council, in the station of Naib Soubah, who shall accordingly have immediately under me the chief management of all affairs; And as Mahomed Reza Khan, the Naib of Dacca, has in every respect my approbation and that of the Governor and Council, I do further agree that this trust shall be conferred on him, and I will not displace him without the acquiescence of those gentlemen, and in case any alteration in this appointment should hereafter appear advisable, that Mahomed Reza Khan, provided he has acquitted himself with fidelity to his administration, shall in such case be reinstated in the Naibship of Dacca with the same authority as heretofore.

ARTICLE 3.

The business of the collection of the revenues shall, under the Naib Soubah, be divided into two or more branches as may appear proper; and as I have the fullest dependence and confidence on the attachment of the
 am desirous of
 : at the appoint-
 and the aboli-
 ment of their several districts, shall be with the approbation of the Governor and Council, and, considering how much men of my rank and station are obliged to trust to the eyes and recommendations of the persons most near them, and how liable to be deceived, it is my further will that the Governor and Council shall be at liberty to object and point out to me when improper people are entrusted, or where my officers and subjects are oppressed, and I will pay a proper regard to such representations, that my aims may be conducted with honor, my people everywhere be happy, and all grievances be redressed.

ARTICLE 4.

I do confirm to the Company, as a fixed resource, for defraying the ordinary expenses of their troops, the *Chackes of Barisal, Munger, and Chittagong*, in as full a manner as heretofore used by my father. The

of five lakhs of Sicca Rupees per month for their maintenance was her agreed to be paid by my father; I agree to pay the same out of my treasury, while the exigency for keeping up so large an army continues. When the Company's occasions will admit of a diminution of the expenses they are put to on account of those troops, the Governor and Council will relieve me from such a proportion of this assignment, as the increased expenses incurred by keeping up the whole force necessary for the defence of the Provinces will admit of: And as I esteem the Company's troops entirely equal thereto and as my own, I will only maintain such as are immediately necessary for the dignity of my person and government, and the business of my collections throughout the Provinces.

ARTICLE 5.

I do ratify and confirm to the English the privilege granted to them by their Firmaund and several Husbulhookums of carrying on their trade by means of their own dustuck, free from all duties, taxes or impositions, in all parts of the country, excepting in the article of salt, on which a duty of $2\frac{1}{2}$ per cent. is to be levied on the rowana or Hooghly market price.

ARTICLE 6.

I give to the Company the liberty of purchasing half the saltpetre produced in the country of Purnea, which their Gomastahs shall send to Calcutta; the other half shall be collected by my Fouzdar for the use of my offices; and I will suffer no other persons to make purchases of this article in that country.

ARTICLE 7.

In the Chuckla of Sylhet, for the space of five years, commencing with the Bengal year 1171, my Fouzdar and a Gomastah on the part of the Company shall jointly provide chunam, of which each shall defray half the expense, and half the chunam so made shall be given to the Company.

ARTICLE 8.

Although I should occasionally remove to other places in the Province I agree that the books of the Circar shall be always kept and the business conducted at Moorshedabad, and that shall, as heretofore, be the seat of my government: And wherever I am, I consent that an English gentleman shall reside with me to transact all affairs between me and the Company and that a person of high rank shall also reside on my part at Calcutta to negotiate with the Governor and Council.

ARTICLE 9.

I will cause the Rupees coined in Calcutta to pass in every year equal to the siccas of Moorshedabad without any deduction of batta; whosoever shall demand batta shall be punished: The annual coinage, by the fall of batta on the issuing of the new siccas, is a ver

grievance to the country, and after mature consideration, I will, in concert with the Governor and Council, pursue whatever may appear the best method for remedying it

ARTICLE 10

I will allow no Europeans whatever to be entertained in my service, and if there already be any, they shall be immediately dismissed

ARTICLE 11

The kistbundee for payment of the restitution to the sufferers in the late troubles as executed by my father, I will see faithfully paid No delays shall be made in this business

ARTICLE 12

I confirm and will abide by the Treaty which my father formerly made with the Dutch

ARTICLE 13

If the French come into the country I will not allow them to erect any fortifications, maintain forces or hold lands, *zemindarries*, &c, but they shall pay tribute, and carry on their trade as in former times

ARTICLE 14

Some regulations shall be hereafter settled between us for deciding all disputes which may arise between the English Gomastahs and my officers, in the different parts of the country

In testimony whereof, we, the said Governor and Council, have set our hands and affixed the seal of the Company to one part hereof, and the Nabob before named hath set his hand and seal to another part

(A true copy)

(Signed) W MAJENDIE,

Secretary

MEM —This Treaty was executed by the President and Council of Fort William on the 20th of February 1763, and by the Nabob on the 25th of the same month

No LXX

1. FIRMAUND from the KING SHAH AALUM, granting the DEWANNY of BENGAL, BEHAR, and ORISSA to the COMPANY,
—1765

At this happy time our royal Firmaund, indispensably requiring obedience, is issued, that whereas, in consideration of the attachment and

services of the high and mighty, the noblest of exalted nobles, the chief of illustrious warriors, our faithful servants and sincere well-wishers, worthy of our royal favors, the English Company, we have granted them the Dewanny of the Provinces of Bengal, Behar, and Orissa, from the beginning of the Fussul Rubby of the Bengal year 1172, as a free gift and ultumgau, without the association of any other person, and with an exemption from the payment of the customs of the Dewanny, which used to be paid to the Court. It is requisite that the said Company engage to be security for the sum of twenty-six lakhs of rupees a year for our royal revenue, which sum has been appointed from the Nabob Nudjum-ul-Dowla Behauder, and regularly remit the same to the royal Circar; and in this case, as the said Company are obliged to keep up a large Army for the protection of the Provinces of Bengal, &c., we have granted to them whatsoever may remain out of the revenues of the said Provinces, after remitting the sum of twenty-six lakhs of rupees to the royal Circar, and providing for the expenses of the Nizamut. It is requisite that our royal descendants, the Viziers, the bestowers of dignity, the Omrahs, high in rank, the great Officers, the Muttaseddees of the Dewanny, the managers of the business of the Sultanut, the Jaghirdars and Croories, as well the future as the present, using their constant endeavors for the establishment of this our royal command, leave the said office in possession of the said Company, from generation to generation, for ever and ever. Looking upon them to be assured from dismission or removal, they must, on no account whatsoever, give them any interruption and they must regard them as excused and exempted from the payment of all the customs of the Dewanny and royal demands. Knowing our orders on the subject to be most strict and positive, let them not deviate therefrom.

Written the 24th of Sophar, of the 6th year of the Faloos, the 12th of August 1765.

Contents of the Zimmun.

Agreeably to the paper which has received our sign manual, our royal commands are issued, that in consideration of the attachment and services of the high and mighty, the noblest of exalted nobles, the chief of illustrious warriors, or faithful servants and sincere well-wishers, worthy of our royal favors; the English Company, we have granted them the Dewanny of the Provinces of Bengal, Behar, and Orissa, from the beginning of the Fussul Rubby of the Bengal year 1172, as free gift and ultumgau, without the association of any other person, and with an exemption from the customs of the Dewanny, which used to be paid to the Court, on condition of their being security for the sum of twenty-six lakhs of rupees a year for our royal revenue, which sum has been appointed from the Nabob Nudjum-ul-Dowla Behauder; and after remitting the royal revenue and providing for the expenses of the Nizamut, whatsoever may remain we have granted to the said Company—

The Dewanny of the Province of Bengal.
 The Dewanny of the Province of Behar.
 The Dewanny of the Province of Orissa.

(a) FIRMAUND from the KING SHAH AALUM for the DEWANNY
of the PROVINCE of BENGAL,—1765.

At this happy time our royal Firmaund, indispensably requiring obedience is issued, that, in consideration of the attachment of the high and mighty, the noblest of exalted nobles, the chief of illustrious warriors, our faithful servants and sincere well-wishers, worthy of our royal favors, the English Company, we have granted them as a free gift and ultumgau, agreeably to the Zimmun, from the beginning of Rubby Tuccacooy ul of the Bengal year 1172, the office of the Dewanny of the Khalsa Shereefa of the Province of Bengal (the Paradise of the Earth), with the conditional jaghire thereof, without the association of any other person. It is requisite that our royal descendants, the Viziers, the bestowers of dignity, the Omrahs, the Muttaseddees of the Dewanny, the Sultanut, the Jaghirdars and Croonies, as being their constant endeavors for the establishment of this our royal command, leave the said office in possession of the said Company, from generation to generation, for ever and ever. Looking upon them to be insured from dismissal or removal, they must, on no account whatsoever, give them any interruption, and they must regard them as excused and exempted from the payment of all the customs of the Dewanny and demands of the Sultanut. Knowing our orders on this subject to be most strict and positive, let them not deviate therefrom.

Written the 24th of Sophar, of the 6th year of the Jalops, the 12th of August 1765.

Contents of the Zimmun

Agreeably to the paper which has received our sign Manual we have granted the office of the Dewanny of the Khalsa Shereefa of the Province of Bengal (the Paradise of the Earth), with the conditional jaghire thereof, as a free gift and ultumgau, to the high and mighty, the noblest of exalted nobles, the chief of illustrious warriors, our faithful servants and sincere well-wishers worthy of our royal favors, the English Company, without the association of any other person from the beginning of the Rubby Tuccacooy ul of the Bengal year 1172.

Fort William, 30th September 1765

(A true copy)

(Sd) ALEXANDER CAMPBELL, S S C.

(b) SIMILAR SEPARATE FIRMAUNDS were granted for BEHAR and ORISSA.

2. FIRMAUND from the KING SHAH AALUM, confirming the GRANTS of BURDWAN and the rest of the Company's possessions in BENGAL to them—1765.

At this happy time our royal Firmaund, indispensably requiring obedience, is issued; that the Chucklas of Burdwan, Midnapore, and Chittagong, and also the Twenty-four Pergunnahs of Calcutta, &c. (the zemindarry of the high and mighty, the noblest of exalted nobles, the chief of illustrious warriors, our faithful servants and sincere well-wishers, worthy of our royal favors, the English Company), which were granted to the said Company in the time of Meer Mahomed Kossim, and Meer Mahomed Jaffier Khan, deceased; we, in consideration of the attachment of the said Company, have been graciously pleased to confirm to them, from the beginning of the Fussul Rubby of the Bengal year 1172, as a free gift and ultumgau, without the association of any other person. It is requisite that our royal descendants, the Viziers, the bestowers of dignity, the Omrahs, high in rank, the great Officers, the Muttaseddees of the Dewanny, the managers of the business of the Sultanut, the Jaghirdars and Croories, as well the future as the present, using their constant endeavors for the establishment of this our royal command, leave the said Districts and Pergunnahs in possession of the said Company, from generation to generation, for ever and ever. Looking upon them to be insured from dismissal or removal, they must on no account whatsoever give them any interruption, and they must regard them as excused and exempted from the payment of all manner of customs and demands. Knowing our orders on this subject to be most strict and positive, let them not deviate herefrom.

Written the 24th of Sophar, of the 6th year of the Faloos, the 12th of August 1765.

Contents of the Zimmun.

Agreeably to the paper which has received our sign manual, our royal commands are issued, that the Chucklas of Burdwan, Midnapore, and Chittagong, and also Twenty-four Pergunnahs of Calcutta, &c. (the zemindarry of the English Company), which were granted to the said Company in the time of Meer Mahomed Kossim, and Meer Mahomed Jaffier Khan, deceased, be confirmed to the said Company, as a free gift and ultumgau, without the association of any other person.—

Chuckla of Burdwan.
Chuckla of Midnapore.
Chuckla of Chittagong.

The Twenty-four Pergunnahs of Calcutta, &c. (the zemindarry of the English Company).

Fort William, 30th September 1765.

(A true copy.)

(Sd.) ALEXANDER CAMPBELL, S.S.C.

3. ARTICLES of AGREEMENT between the KING SHAH AALUM and the COMPANY.

The Nabob Nudjum-ul-Dowla agrees to pay His Majesty out of the revenues of Bengal, Behar, and Orissa, the sum of twenty-six lakhs of Rupees a year, without any deduction for batta on bills of exchange, by regular monthly payments, amounting to Rupees 2,16,666-10 9 per month; the first payment to commence from the 1st of September of the present year, and the English Company, in consideration of His Majesty's having been graciously pleased
 engage themselves to
 shall be paid month by
 or whomsoever His Majesty may think proper to nominate, that it may be forwarded by him to the Court But in case the territories of the aforesaid Nabob should be invaded by any foreign enemy, a deduction is then to be made out of the stipulated revenues, proportionable to the damage that may be sustained

In consideration of Nudjuf Khan's having joined the English forces, and acted in His Majesty's service in the late war, His Majesty will be graciously pleased to allow him the sum of two lakhs of Rupees a year to be paid by equal monthly payments the first payment to commence from the 1st of September of the present year and, in default thereof, the English Company, who are guarantees for the same will make it good out of the revenues allotted to His Majesty from the territories of Bengal If the territories of Bengal should at any time be invaded, and on that account a deduction be made out of the royal revenue, in such case a proportionable deduction shall also be made out of Nudjuf Khan's allowance

Dated the 19th of August 1765

Fort William, 30th September 1765

(A true copy)

(Sd) ALEXANDER CAMPBELL, S S C

4. AGREEMENT between the NABOB NUDJUM-UL-DOWLAH and the COMPANY.

The King having been graciously pleased to grant to the English Company the Dewanny of Bengal, Behar, and Orissa, with the revenues thereof as a free gift for ever, on certain conditions, whereof one is that there shall be a sufficient allowance out of the said revenues for supporting the expenses of the Nizamut be it known to all whom it may concern, that I do agree to accept of the annual sum of Sicca Rupees 52,86,121-0 as an allowance for the support of the Nizamut, follows viz, the sum of Rupees 17,78,854 servants, &c, and the remaining sum of R nance of such horse, sepoy, peons, bercundaues, &c, as may be thought necessary for my suwarry and the support of my dignity only, should such an

expense hereafter be found necessary to be kept up, but on no account ever to exceed that amount: and having a perfect reliance on ul Mizeen Dowla, I desire he may have the disbursing of the above sum of Rupees 35,07,277-8 for the purposes before-mentioned. This Agreement (by the blessing of God) I hope will be inviolably observed, as long as the English Company's factories continue in Bengal.

FORT WILLIAM;

30th September 1765.

(A true copy.)

(Signed) ALEXANDER CAMPBELL, S.S.C.

NO. LXXI.

ARTICLES of a TREATY and AGREEMENT concluded between the GOVERNOR and COUNCIL of FORT WILLIAM, on the part of the ENGLISH EAST INDIA COMPANY and the NABOB SYEUL-DOWLA,—1766.

On the part of the Company.

We, the Governor and Council, do engage to secure to the Nabob Syeul-Dowla, the Soubahdarry of the Provinces of Bengal, Behar, and Orissa, and to support him therein with the Company's forces against all his enemies.

On the part of the Nabob.

ARTICLE I.

The Treaty which my father formerly concluded with the Company upon his first accession to the Nizamut, engaging to regard the honor and reputation of the Company and of the Governor and Council as his own, and that entered into with my brother, Nawab "Nudjum-ul-Dowla," the same Treaties, as far as is consistent with the true spirit, intent, and meaning thereof, I do hereby ratify and confirm.

ARTICLE 2.

The King has been graciously pleased to grant unto the English East India Company the Dewannyship of Bengal, Behar and Orissa, as a free gift for ever; and I, having an entire confidence in them, and in their servants settled in this country, that nothing whatever be proposed or carried into execution by them, derogating from my honor, dignity, interest, and the good of my country, do therefore, for the better conducting the affairs of the Soubahdarry, and promoting my honor and interest, and that of the Company

in the best manner, agree that the protecting the Provinces of Bengal, Behar, and Orissa, and the force sufficient for that purpose, be entirely left to their discretion and good management in consideration of their paying the King Shah Aalum by monthly payments, as by Treaty agreed on, the sum of Rupees 2,16 666 10-9 and to me, Syef ul Dowla the annual stipend of Rupees 41,86,131-9, ~~etc~~, the sum of Rupees 17,78 834 1 for my house-servants and other expenses indispensably necessary, and the remaining sum of Rupees 24,07 277-8 for the support of such sepoy, peons and bercundauzes as may be thought proper for my suwarry only, but on no account ever to exceed that amount

ARTICLE 3

authority, and having a perfect confidence in him I, moreover, agree to let him have the disbursing of the above sum of Rupees 24 07,277-8 for the purposes above mentioned

This Agreement (by the blessing of God) I hope will be inviolably observed, as long as the English Company's factories continue in Bengal

Dated this 19th day of May, in the year of our Lord 1766

(Signed) W B SUMNER
" H VERELST
" RANDOLPH MARRIOTT
" H WATTS
" CLAUD RUSSELL
" W ALDERSEY
" THOMAS KELSALL
" CHARLES FLDYER

expense hereafter be found necessary to be kept up, but on no account ever to exceed that amount: and having a perfect reliance on ul Miaeen Dowla, I desire he may have the disbursing of the above sum of Rupees 36,07,277-8 for the purposes before-mentioned. This Agreement (by the blessing of God) I hope will be inviolably observed, as long as the English Company's factories continue in Bengal.

FORT WILLIAM; }
30th September 1765. }

(A true copy.)

(Signed) ALEXANDER CAMPBELL, S.S.C.

No. LXXI.

ARTICLES of a TREATY and AGREEMENT concluded between the GOVERNOR and COUNCIL of FORT WILLIAM, on the part of the ENGLISH EAST INDIA COMPANY and the NABOB SYEF-UL-DOWLA,—1766.

On the part of the Company.

We, the Governor and Council, do engage to secure to the Nabob Syef-ul-Dowla, the Soubahdarry of the Provinces of Bengal, Behar, and Orissa, and to support him therein with the Company's forces against all his enemies.

On the part of the Nabob.

ARTICLE 1.

The Treaty which my father formerly concluded with the Company upon his first accession to the Nizamut, engaging to regard the honor and reputation of the Company and of the Governor and Council as his own, and that entered into with my brother, Nawab "Nudjum-ul-Dowla," the same Treaties, as far as is consistent with the true spirit, intent, and meaning thereof, I do hereby ratify and confirm.

ARTICLE 2.

The King has been graciously pleased to grant unto the English East India Company the Dewannyship of Bengal, Behar and Orissa, as a free gift for ever; and I, having an entire confidence in them, and in their servants settled in this country, that nothing whatever be proposed or carried into execution by them, derogating from my honor, dignity, interest, and the good of my country, do therefore, for the better conducting the affairs of the Soubahdarry, and promoting my honor and interest, and that of the Company

in the best manner, agree that the protecting the Provinces of Bengal, Behar, and Orissa, and the force sufficient for that purpose, be entirely left to their discretion and good management, in consideration of their paying the King Shah Aalum by monthly payments, as by Treaty agreed on, the sum of Rupees 2,16,666-10-9 and to me, Syef ul Dowla, the annual stipend of Rupees 41,86,131-9, *viz*, the sum of Rupees 17,78 854-1 for my house-servants and other expenses indispensably necessary, and the remaining sum of Rupees 24,07 277-8 for the support of such sepoys, peons, and bercundaues as may be thought proper for my suwarry only, but on no account ever to exceed that amount

ARTICLE 3

The Nabob Minauh Dowla, who was, at the instance of the Governor and Gentlemen of the Council appointed Naib of the Provinces, and invested with the management of affairs in conjunction with Maha Rajah Doolubram and Juggat Seat, shall continue in the same post and with the same authority, and having a perfect confidence in him, I, moreover, agree to let him have the disbursing of the above sum of Rupees 24 07,277-8 for the purposes above mentioned

This Agreement (by the blessing of God) I hope will be inviolably observed, as long as the English Company's factories continue in Bengal

Dated this 19th day of May, in the year of our Lord 1766

(Signed) W B SUMNER
" H VERELST
" RANDOLPH MARRIOTT
" H WATTS
" CLAUD RUSSELL
" W ALDERSEY
" THOMAS KELSALL
" CHARLES FLOYER

NO. LXXII.

TREATY with MOBAREK-UL-DOWLA,—1770.



Signed E. BABER, *Secretary.*

ARTICLES of a TREATY and AGREEMENT between the GOVERNOR and COUNCIL of FORT WILLIAM, on the part of the ENGLISH EAST INDIA COMPANY and the NABOB MOBAREK-UL-DOWLA, dated 21st March 1770.

On the part of the Company.

We, the Governor and Council, do engage to secure to the Nabob Mobarek-ul-Dowla the Soubahdarry of the Provinces of Bengal, Behar, and Orissa, and to support him therein with the Company's forces against all his enemies.

On the part of the Nabob.

ARTICLE 1.

The Treaty which my father formerly concluded with the Company upon his first accession to the Nizamut, engaging to regard the honor and reputation of the Company, and of the Governor and Council as his own, and that entered into with my brothers, the Nabobs Nudjum-ul-Dowla and Syef-ul-Dowla, the same Treaties, as far as is consistent with the true spirit intent, and meaning thereof, I do hereby ratify and confirm.

ARTICLE 2.

The King has been graciously pleased to grant unto the English East India Company the Dewannyship of Bengal, Behar, and Orissa as a free gift for ever; and I, having an entire confidence in them and in their servants settled in this country, that nothing whatever be proposed or carried into execution by them derogating from my honor, interest, and the good of my country, do therefore, for the better conducting the affairs of the Soubahdarry and promoting my honor and interest and that of the Company, in the best manner, agree that the protecting the Provinces of Bengal, Behar, and Orissa, and the force sufficient for that purpose, be entirely left to their direction and good management, in consideration of their paying the King Shah Aalum, by monthly payments, as by Treaty agreed on, the sum of Rupees two lakhs sixteen thousand six hundred and sixty-six, ten annas, and nine pies—Rupees 2,16,666-10-9; and to me, Mobarek-ul-Dowla, the annual stipend of Rupees thirty-one lakhs eighty-one thousand nine hundred and ninety-one, nine annas—Rupees 31,81,991-9; viz., the sum of Rupees fifteen lakhs eighty-one thousand nine hundred and ninety-one, nine annas—Rupees 15,81,991-9, for my house, servants, and other expenses, indispensably necessary; and the remaining sum of Rupees sixteen lakhs, Rupees 16,00,000, for the support of such sepoy, peons, and ber-cundauzes, as may be thought proper for my suwarry only; but on no account ever to exceed that amount.

ARTICLE 3

The Nabob Minauh Dowla, who was, at the instance of the Governor and Gentlemen of the Council, appointed Naib of the Provinces, and invested with the management of affairs, in conjunction with Maha Rajah Doolubram, and Juggat Seat, shall continue in the same post, and with the same authority, and, having a perfect confidence in him, I, moreover, agree to let him have the disbursing of the above sum of Rupees sixteen lakhs for the purposes above mentioned

This Agreement (by the blessing of God) shall be inviolably observed for ever

Dated this 21st day of March, in the year of our Lord 1770

(Signed) JOHN CARTIER	(Signed) JOHN REED
" RICHARD BECHER.	" FRANCIS HARE.
" WILLIAM ALDERSEY	" JOSEPH JEKYLL
" CLAUD RUSSELL	" THOMAS LANE
" CHARLES FLOYER	" RICHARD BARWELL.

(A true copy)

(Signed) W WYNNE, *Secretary*

No LXXIII.

DEED restoring CHINSURAH to the DUTCH,—1817.

Whereas by the provisions of the Convention concluded on the 18th of August 1814 between Great Britain and the Netherlands, it is stipulated and declared that His Britannic Majesty shall restore to the King of the Netherlands the colonies, factories, and establishments which were possessed by Holland in the seas and on the Continent of India, on the 1st of January 1803 with some exceptions, Be it known that I, Gordon Forbes, constituted by the Hon ble the Vice-President in Council, Commissary on the part of the British Government, to carry to effect the restitution of Chinsurah conformably to

En conséquence des arrangemens conclus dans la convention du 13 Août 1814 entre la Grande Bretagne et les Pays Bas, il est stipulé et déclaré que Sa Majesté Britannique, rendra à Roi des Pays Bas, les Colonies, Factories et Etablissements, que la Holland a possédée auparavant, dans les mers et sur le Continent des Indes le premier Janvier de l'année 1803 sauf quelques exceptions, qu'il soit donc connu que moi Gordon Forbes constitué par l'Honorable le Vice Président en son Conseil nommé Commissaire par le Gouvernement Britannique pour effectuer la restitution de Chinsurah, en vertu des accords conclus dans les 1, 3, and 4 Articles de la dite

the provisions contained in the 1st, 3rd and 4th Articles of the said Convention concluded between His Britannic Majesty and the King of the Netherlands on the 13th of August 1814 accordingly restore to J. A. Van Braam, Esq., Commissioner on the part of the Netherlands Government, to take possession of the former possessions of His Majesty the King of the Netherlands on the Continent of India, the Town of Chinsurah, and do hereby declare to have accordingly restored and delivered up the said Town of Chinsurah according to the limits thereof at the beginning of the last war, *viz.*, on 1st January 1803, and J. A. Van Braam, in my aforesaid capacity in the name and on behalf of His Majesty the King of the Netherlands, Prince of Orange Nassau, Great Duke of Luxemburg, etc., etc., etc., acknowledge to have received from the said Gordon Forbes, Esq., on behalf of the British Government, the said Town of Chinsurah as restored to the King of the Netherlands by the said Convention.

In witness whereof, I, the said Gordon Forbes, for and on behalf of the British Government, and I, the said J. A. Van Braam, for and on behalf of the Netherlands Government, have hereunto subscribed our names, and fixed our seals on the fifteenth of September, eighteen hundred and seventeen.

The British Commissioner.



(Sd.) GORDON FORBES,
Commissioner.



(Sd.) J. A. VAN BRAAM,
Le Commissaire, Neerlandois.

Convention conclue entre Sa Majesté Britannique, et le Roi des Pays Bas le 13 Août 1814 restituée en conséquence à Monsieur J. A. Van Braam, Commissaire de la part du Gouvernement Neerlandois pour prendre possession des Etablissements, ci-devant appartenants à Sa Majesté le Roi des Pays Bas, sur le Continent des Indes la ville de Chinsurah, selon que ses limites étoient au commencement de la dernière Guerre le premier Janvier 1803, et J. A. Van Braam, dans sa qualité ci-dessus mentionnée, au nom et en faveur de Sa Majesté le Roi des Pays Bas, Prince d'Orange Nassau reconnoit avoir reçu du dit Monsieur Gordon Forbes, de la part du Gouvernement Britannique la ville de Chinsurah comme restituée au Roi des Pays Bas sur la dite Convention.

En foi de quoi moi Gordon Forbes, au nom et de la part du Gouvernement Britannique et moi J. A. Van Braam au nom et de la part du Gouvernement Neerlandois, avons ci-dessus signé nos noms and fixé nos cachets respectifs, au Fort Gustave dans la ville de Chinsurah, le quinze Septembre mille huit cent dix-sept.

Le Commissaire Neerlandois.



(Signé) J. A. VAN BRAAM.



(Sd.) GORDON FORBES,
Commissioner.

No. LXXIV

AGREEMENT regarding BARNAGORE,—1817.

We, the undersigned British and Netherlands Commissioners, appointed by our respective Governments to adjust the amount of the annual sum which is to be paid by the British Government in consideration of the cession of the district of Barnagore conformably to the provisions contained in the second additional article of the convention concluded between His Britannic Majesty and the King of the Netherlands on the 13th of August 1814, taking for a liberal basis of adjustment the average annual revenue yielded during a period of twelve years under the Dutch Government according to the accounts kept and recorded in the Accountant's Office at Chinsurah and according to other sources of information, deducting therefrom the annual amount of ground rent paid by the Dutch East India Company, and also the expenses incurred for the necessary Police establishments at Barnagore, do consider that the payment of the sum of six thousand and five hundred rupees annually by half-yearly payments to the King of the Netherlands would be a just and reasonable compensation for the cession of the above-mentioned district of Barnagore conformably to the provision of the 2nd additional article of the convention, and do accordingly hereby agree to submit this our deliberate opinion for the approbation and sanction of the respective authorities under which we act

Nous soussignés Commissaires Britannique et Neerlandais, appointés par nos Gouvernements respectifs pour fixer le montant de la somme annuelle que le Gouvernement Britannique payera en considération de la cession du district de Barnagore en conséquence des accords contenus dans le second additionnel article de la convention conclue entre Sa Majesté Britannique et le Roi des Pays Bas le 13 de mois d'Avril 1814 prenant pour base libérale d'un arrangement l'average d'un revenu annuel perçu durant une période de douze années sous le Gouvernement Neerlandais, selon les comptes teous et notés dans le bureau de commerce à Chinsurah, et selon d'autres ressources d'information, en deducant le montant annuel des rentes territoriales payes par la compagnie orientale Neerlandais avec les dépenses payées pour l'établissement de police necessaire à Barnagore, considerons, que le payment annuel de six mille cinq cent Sa roupies, à être payée par demi année à Sa Majesté le Roi des Pays Bas, servit une juste et raisonnable compensation pour la cession du sous mentionné district de Barnagore, selon le contenu du second additionnel article de la convention, et en consequence consentons à soumettre notre opinion mûrement pesée, à l'approbation et sanction des autorités respectives, sous lesquels nous agissons

In witness whereof we hereunto
affix our seals and signatures.

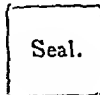
En foi de quoi nous apposons
ci-dessus nos cachets et signatures.

Chinsurah the 20th September
1817.

Chinsurah le 20 Septembre 1817.



(Sd.) GORDON FORBES,
Commissioner.



(Signé) J. A. VAN BRAAM,
Le Commre., Neerlandois.



(Sd.) J. A. VAN BRAAM,
Le Commre., Neerlandois.



(Sd.) GORDON FORBES,
Commissioner.

No. LXXV.

TREATY between GREAT BRITAIN and the NETHERLANDS res-
pecting Territory and Commerce in the East Indies. Signed
at London, March 17, 1824.

In the name of the Most Holy
and Undivided Trinity.

In den naam der allerheiligste en
onverdeelbare Drieenigheid.

His Majesty the King of the United Kingdom of Great Britain and Ireland, and His Majesty the King of the Netherlands, desiring to place upon a footing, mutually beneficial, their respective possessions and the commerce of their subjects in the East Indies, so that the welfare and prosperity of both nations may be promoted, in all time to come, without those differences and jealousies which have, in former times, interrupted the harmony which ought always to subsist between them; and being anxious that all occasions of misunderstanding between their respective agents may be, as much as possible, prevented; and in order to determine certain questions which have occurred in the execution of the Convention made at London, on

Zyne Majesteit de Koning van het Vereenigde Koninkryk van Groot Britanje en Ireland, en Zyne Majesteit de Koning Der Nederlanden, verlangende hunne respectieve bezittingen en den handel hunner onderdanen in Oost Indië op eenen wederkeering voordeeligen voet te brengen, zoo dat de welvaart en voorspoed der beide natien voortaan ten allen tyde bevorderd kunnen worden zonder die oneenigheden en nayver welke, in vroeger dagen, de goede verstandhouding gestoord hebben die steeds tusschen dezelve behoort te bestaan, en willende, zoo veel mogelyk, alle aanleiding tot misverstand tusschen hunne respectieve agenten vóórkomen, als mede, ten einde zekere punten van verschil te regelen welke zich hebben opgedaan by het ter uitvoer leggen van de Con-

the 13th of August 1814, in so far as it respects the possessions of His Netherland Majesty in the East, have nominated their Plenipotentiaries, that is to say

His Majesty the King of the United Kingdom of Great Britain and Ireland, the Right Honorable George Canning, a Member of His said Majesty's Most Honorable Privy Council, a Member of Parliament, and His said Majesty's Principal Secretary of State for Foreign Affairs—And the Right Honorable Charles Watkin Williams Wynn, a Member of His said Majesty's Most Honorable Privy Council, a Member of Parliament, etc., and President of His said Majesty's Board of Commissioners for the Affairs of India

And His Majesty the King of the Netherlands, Baron Henry Fagel, etc., Councillor of State, and Ambassador Extraordinary and Plenipotentiary of His said Majesty to His Majesty the King of Great Britain, and Anton Reinhard Falck, etc., His said Majesty's Minister of the Department of Public Instruction, National Industry, and Colonies

Who, after having mutually communicated their full powers, found in good and due form, have agreed on the following Articles

Art. 1. The High Contracting Parties agree to admit the subjects of each other to trade with their respective possessions in the Eastern Archipelago, and on the continent of India and in Ceylon, upon the

ventie den 13de Augustus, 1814, te Londen gesloten, voor zoo ver dezelve betrekking heeft tot de bezittingen van Zijne Majesteit den Koning Der Nederlanden in Oost Indië hebben tot Gevolmagtigden benoemd, te weten :

Zijne Majesteit de Koning van Groot Britanje, den Heer George Canning, Lid van Zijner Majesteits Geheimen Raad en van het Parlement, met zamen Hoogst deszelfs eers'ten Secretaris van Staat voor de Buitenlandsche Zaken, en den Heer Charles Watkin Williams Wynn, Lid van Zijner Majesteits Geheimen Raad, en van het Parlement, met zamen Presidēt van het Kollegie van Kommissarissen voor de Indische Zaken, &c.

En Zijne Majesteit de Koning der Nederlanden, den Baron Henry Fagel met zamen Extraordinaris Ambassadeur en Plenipotentiaris van Zijner Majesteit, — En den Heer Anton Reinhard Falck, en Minister van de Publieke Onderwijs, de Nationale Industrie, en de Koloniën

De Plenipotentiaries, who have communicated their full powers, found in good and due form, have agreed on the following Articles

Art. 1. The High Contracting Parties agree to admit the subjects of each other to trade with their respective possessions in the Eastern Archipelago, and on the continent of India and in Ceylon, upon the

footing of the most favoured nation; their respective subjects conforming themselves to the local regulations of each settlement.

2. The subjects and vessels of one nation shall not pay, upon importation or exportation, at the ports of the other in the Eastern Seas, any duty at a rate beyond the double of that at which the subjects and vessels of the nation to which the port belongs, are charged.

The duties paid on exports or imports at a British port, on the continent of India, or in Ceylon, on Dutch bottoms, shall be arranged so as, in no case, to be charged at more than double the amount of the duties paid by British subjects, and on British bottoms.

In regard to any article upon which no duty is imposed, when imported or exported by the subjects, or on the vessels, of the nation to which the port belongs, the duty charged upon the subjects or vessels of the other, shall, in no case, exceed 6 per cent.

3. The High Contracting Parties engage, that no Treaty hereafter made by either, with any native power in the Eastern Seas, shall contain any article tending, either expressly, or by the imposition of unequal duties, to exclude the trade of the other party from the ports of such native power: and that if, in and Treaty now existing on either part, any Article to that effect has been admitted, such Article shall be abrogated upon the conclusion of the present Treaty.

den voet der meest begunstigde natie; wel verstaande dat de wederzijdsche onderdanen zich zullen gedragen overeenkomstig de plaatselijke vereischtingen van elke bezitting.

2. De onderdanen en schepen van de eene natie zullen, bij den in- en uitvoer in en van de havens der andere in de Oostersche zeeën, geene regten betalen hooger dan ten bedrage van het dubbelde van die, waarmede de onderdanen en schepen der natie aan welke de haven toebehoort, belast zijn.

De regten voor den in-of uitvoer met Nederlandsche bodems, in eene Britsche haven, op het vaste land van Indië, of op Ceylon, betaald wordende zullen in dezer voege worden gewijzigd, dat deswege, in geen geval, meer berekend worde dan het dubbelde der regten door Britsche onderdanen, en voor Britsche bodems, te betalen.

Met betrekking tot die artikelen op welke, geen regt gesteld is, wanneer zy worden in-of uitgevoerd door de onderdanen of in de schepen der natie aan welke de haven toebehoort zullen de regten aan de onderdanen der andere opleggen, in geen geval, meer bedragen dan 6 ten honderd.

3. De Hooge Contracterende Partijen beloven dat geen Tractaat, voortaan door eenderzelve met eenigen Staat in de Oostersche zeeën te maken, eenig Artikel behelsen zal, strekkende, het zij door oplegging, van ongelijke regten, om den koophandel der andere Partij van de havens van zoodanigen inlandschen Staat uittesluiten, en dat, by aldien in eene der thans aan weerskanten bestaande overeenkomsten, eenig Artikel met die bedoeling is opgenomen, geworden, zoodanig Artikel, by het sluiten des tegenwoordigen tractaats, buiten effect gesteld worden zal.

It is understood that, before the conclusion of the present Treaty, communication has been made by each of the Contracting Parties to the other, of all Treaties or Engage-

of all such Treaties concluded by them respectively hereafter

4 Their Britannic and Netherland Majesties engage to give strict orders, as well to their Civil and Military Authorities, as to their ships of war, to respect the freedom of trade, established by Articles 1, 2 and 3 and, in no case to impede a free communication of the natives in the Eastern Archipelago, with the ports of the two Governments respectively, or of the subjects of the two Governments with the ports belonging to native powers

5 Their Britannic and Netherland Majesties, in like manner, engage to concur effectually in repressing piracy in those seas they will not grant either asylum or protection to vessels engaged in piracy, and they will, in no case, permit the ships or merchandise captured by such vessels, to be introduced deposited, or sold, in any of their possessions

6 It is agreed that orders shall be given by the two Governments to their officers and agents in the East, not to form any new settlement on any of the islands in the Eastern seas, without previous authority from their respective Governments in Europe

7 The Molucca islands, and especially Amboyna, Banda, Ternate,

Over en weder is verstaan dat, vóór het sluiten van dit Tractaat, door elke der Contraeterende Party, en aan de andere mededeeling is gedaan van alle tractaten of verbindtenissen tusschen dezelve respectievelyk en eenige Inlandsche Regering in de Oostersche zeeën bestaande, en dat gelyke mededeeling geschieden zal van al zoodanig verbindtenissen, in het vervolg, door dezelve respectievelyk aantegaan

4 Hunne Groot Britannische en Nederlandsche Majesteiten beloven stellige bevelen te geven zoo well aan hunne burgerlyke en militaire beambten, als aan hunne oorlogschepen, om de vrÿheid van handel, by Art 1 2 en 3 vastgesteld, te eerbiedigen en in geen geval, hinder toe te brengen aan de gemeenschap der inboorlingen van den Oostersche Archipel met de havens der twee Gouvernemen ten respectievelyk noch aan die der wederzÿdsche onderdanen met de havens toebehorende aan Inlandsche Regeringen

5 Hunne Groot Britannische en Nederlandsche Majesteiten verbinden

schuilplaats of bescherming verleenen aan vaartuigen met welken zeeroof bedreven wordt, en zullen in geen geval veroorloven dat schepen of goederen, door zulke vaartuigen buit gemaakt, in eenige van hunne bezittingen ingevoerd, bewaard, of verkocht worden

6 Er is overeengekomen dat door beide Gouvernemen ten aan hunne officieren en agenten in Oost Indie bevel zal worden gegeven om geen nieuw kantoor op een der Oostersche Eilanden op te rigten zonder voorafgaande magtiging van hunne respectieve Gouvernemen ten in Europa

7 Van de toepassing der Artikelen 1, 2, 3 en 4, worden de

and their immediate dependencies, are excepted from the operation of the 1, 2, 3 and 4 Articles, until the Netherland Government shall think fit to abandon the monopoly of spices; but if the said Government shall, at any time previous to such abandonment of the monopoly, allow the subjects of any power other than a native Asiatic power, to carry on any commercial intercourse with the said islands, the subjects of His Britannic Majesty shall be admitted to such intercourse, upon a footing precisely similar.

8. His Netherland Majesty cedes to His Britannic Majesty all His establishments on the continent of India; and renounces all privileges and exemptions enjoyed or claimed in virtue of those establishments.

9. The factory of Fort Marlborough, and all the English possessions on the Island of Sumatra, are hereby ceded to His Netherland Majesty: and His Britannic Majesty further engages that no British settlement shall be formed on that island, nor any Treaty concluded by British authority, with any native Prince, Chief, or State therein.

10. The town and fort of Malacca, and its dependencies, are hereby ceded to His Britannic Majesty; and His Netherland Majesty engages for himself and his subjects, never to form any establishment on any part of the Peninsula of Malacca, or to conclude any Treaty with any native Prince, Chief, or State therein.

Moluksche Eilanden, en speciaal Amboon, Banda, en Ternate, met derzelver onmiddelijke onderhoorigheden uitgezonderd, tot tijd en wile het Nederlandsch Gouvernement raadzaam oordeelen zal van den alleenhandel in specerijen aftezien; maar zoo dit Gouvernement immer, vóór zoodanige afschaffing van den alleenhandel, aan de onderdan en van eenige mogendheid, anders dan een inlandschen Aziatischen Staat, veroorlooven mogt eenig handelsverkeer met die eilanden te onderhouden, zullen de onderdanen van Zijne Britsche Majesteit op een volstrekt gelijken voet tot zoodanig verkeer worden toegelaten.

8. Zijne Majesteit de Koning der Nederlanden staat aan Zijne Groot Britannische Majesteit af, alle zijne etablissementen op het vaste land van Indië, en ziet van alle voorregten en vrijstellingen af, welke, ter zake vñn deze etablissementen, genoten, of gereclameerd geworden zijn.

9. De factory van fort Marlborough, en al de bezittingen van Groot Britanje op het eiland Sumatra, worden by dezen afgestaan aan Zijne Majesteit den Koning der Nederlanden, en zijne Groot Britannische Majesteit beloofd, dat op dat eiland geen Britsch kantoor zal worden opgerigt noch eenig Tractaat onder Britsch gezag gesloten met eenigen der inlandsche vorsten, opperhoofden, of staten op hetzelfde gevestigd.

10. De stad en vesting van Malakka met derzelver onderhoorigheden worden by dezen afgestaan aan Zijne Groot Britannische Majesteit en Zijne Majesteit, de Koning der Nederlanden beloofd, voor zich en voor zijne onderdanen, nimmer of eenig gedeelte van het Schiereiland van Malakka een kantoor te zullen oprigten, of Tractaten te zullen sluiten met eenigen der inlandsche vorsten, of staten, op dat Schiereiland gevestigd.

11 His Britannic Majesty withdraws the objections which have been made to the occupation of the island of Billiton and its dependencies by the agents of the Netherlands Government

12 His Netherlands Majesty withdraws the objections which have been made to the occupation of the island of Singapore, by the subjects of His Britannic Majesty

His Britannic Majesty, however, engages that no British establishment shall be made on the Carimon isles, or on the islands of Battam, Bintang Lingin or on any of the other islands south of the straits of Singapore nor any Treaty concluded by British authority with the chiefs of those islands

13 All the colonies, possessions, and establishments which are ceded by the preceding Articles, shall be delivered up to the officers of the respective Sovereigns on the 1st of March 1825. The fortifications shall remain in the state in which they shall be at the period of the notification of this Treaty in India but no claim shall be made, on either side, for ordnance or stores of any description, either left or removed by the ceding Power, nor for any arrears of revenue, or any charge of administration whatever

14 All the inhabitants of the territories hereby ceded shall enjoy for a period of 6 years from the date of the ratification of the present Treaty,* the liberty of disposing as

11 Zyne Groot Britannische Majesteit ziet af van alle vetoogen tegen het bezetten van het eiland Billiton en deszelfs onderhoorigheden door de agenten van Het Nederlandsch Gouvernement

12 Zyne Majesteit de Koning der Nederlanden ziet af van alle vertoogen tegen het bezetten van het eiland Sinkapoer door de onderdanen van Zyne Groot Britannische Majesteit

Daarentegen belooft Zyne Groot Britannische Majesteit dat geen Britsch kantoor zal wordeo opgerigt op de Carimons Eilanden, of op de eilaoden Battam, Bintang Lingin, of op eenigder anderen eilanden liggende ten zuiden van straat Sinkapoer, en dat met derzelver opperhoofden geene Tractaten onder Britsch gezag gesloten zullen worden

13 Al de Kolonien bezittingen, en etablissementen die, by de vorenstaande Artikelen worden afgestaan, zullen aan de officieren der respectieve Souvereinen overgegeven worden op den 1^{sten} Maart, 1825. De vestingeeo zullen blyven in den toestand in welke zy zich zullen bevinden ten t de van het bekend worden des tegen woordig en Tractaats in Indie doch geene vorderug zal, noch aan de eene noch aao de andere zy de geschieden ter zake, het zy van geschut of behoeften van eenigen aard, door de afstaande mogendheid of achtergelaten of medegeoomen, het zy van achterstallige iokomsten of van lasten van het bestuur, boe ook genaamd

“ “

Tractaat,* de vr heid hebben em, naar

* The Ratifications were exchanged in London, 8th June 1824

* Ratifications were exchanged in London, 8th June 1824

by please, of their property, and of transporting themselves, without let or hindrance, to any country to which they may wish to remove.

15. The High Contracting Parties agree that none of the territories or establishments mentioned in Articles S. 6, 10, 11, and 12, shall be at any time transferred to any other Power. In case of any of the said possessions being abandoned by one of the present Contracting Parties, the right of occupation thereof shall immediately pass to the other.

16. It is agreed that all accounts and reclamations, arising out of the restoration of Java, and other possessions, to the officers of His Majesty in the East Indies—as well those which were the subject of a Convention made at Java on the 24th of June 1817, between the Commissioners of the two nations, as all others shall be finally and completely closed and satisfied, on the payment of the sum of £100,000, to be made in London, on the part of The Netherlands, before the expiration of the year 1825.

17. The present Treaty shall be ratified, and the ratifications exchanged at London, within 3 months from the date hereof, or sooner if possible.

In witness whereof, the respective Plenipotentiaries have signed the same, and affixed thereunto the seals of their arms.

Done at London, the 17th day of March, in the year of our Lord, 1824.

(L.S.) GEORGE CANNING.
(L.S.) C. W. W. WYNN.
(L.S.) H. FAGEL.
(L.S.) FALCK.

welgevallen, over hun eigendom te beschikken, en rich, zonder hinder of belet, te begeven werwaarts zij zullen goervinden.

15. De Hooge Contracterende Partijen komen overeen, dat geen der landen of etablissementen by Artikelen S. 9, 10, 11, en 12, vermeld, immer aan eenige andere mogendheid zal mogen overgedragen worden. In geval dat eenige dier bezittingen door eenen der thans Contracterende Partijen verlaten wordt, zullen hare regten tot dezelve onmiddelyk op de andere party overgaan.

16. Er is overeengekomen dat alle rekeningen of vorderingen voortgesproten uit de teruggare van Java en andere etablissementen aan de officieren van Zijne Majesteit den Koning der Nederlanden in Oost Indië, zoo wel die welke het onderwerp hebben uitge maakt eener Conventie op Java den 24^{ten} Juni, 1817, tusschen de kommissarissen der beide natien gesloten, als alle andere hoe ook genaamd, final, en ten volle afgedaan zullen zijn, behoudens de betaling eener som van £100,000 van den kant der Nederlanden, bewerkstelligende in London v het einde van het Jaar 1825.

17. Het tegenwoordige Tractaat zal worden geratificeerd, en de ratificatien zullen worden uitgewisseld te London binnen 3 maanden na dato dezes, of eerder indien mogelijk.

Ten oorkonden dezes hebben respectieue Plenipotentiaries deze getekend en met hunner wapenen bekrachtigd.

Aldus gedaan te London Maart, in het jaar onzes 1824.

(L.S.) H. FAGEL.
(L.S.) A. R. FALCK.
(L.S.) GEORGE C.
(L.S.) C. W. W.

No. LXXVI.

DEED for the transfer of CHINSURAH,—1825.

Whereas in pursuance of a Treaty concluded between His Majesty the King of the United Kingdom of Great Britain and Ireland and His Majesty the King of the Netherlands at London on the 17th March 1824, the Settlement of Chinsurah and the Territory appertaining thereto has been ceded to the British Government Be it known that I, B C D Bouman, constituted by His Excellency the Secretary of State Governor-General in Council at Batavia as Commissioner on the part of the Netherlands Government to cede the Settlement aforesaid, accordingly restore to W H Belli and D C Smyth, nominated by the Right Hon'ble the Governor-General in Council at Calcutta, Commissioners on the part of British Government, the possession of the Town and Territory of Chinsurah aforesaid of His Majesty the King of the Netherlands on the Continent of India and do hereby declare to have ceded and delivered up the same according to the limits thereof, and we W H Belli and D C Smyth in our aforesaid capacity in the name and on behalf of His Britannic Majesty acknowledge to have received from said B C D Bouman, Commissioner on behalf of the Netherlands Government, the said Town and Territory of Chinsurah

In witness whereof I the said B C D Bouman for and on behalf of the Netherlands Government and we the said W H. Belli and D C Smyth for and on behalf of the British Government have hereunto respectively subscribed our names and fixed our seals this day, Saturday, the

Nademaalten gevolge van het tractaat gesloten te London op den 17den Maart 1824, tusschen zyne Majesteit de Koning der Nederlanden & Zyne Majesteit de Koning

gestaan aan het Britische Gouvernement Zy het een iegelyk bekend dat ik B C D Bouman tot de overgave van voorschreve bezittingen van wegen het Nederlandsche Gouvernement door Zyne Exellencie den Secretaris van Staat Gouverneur Generaal in Rade te Batavia als Kommissaris benoemd & gekwalificeerd, dezelve mits deze op de kragtigste wyze overgeve aan W H Belli and David Carmichael Smyth van wegen het Britische Gouvernement door Zyne Excellencie den Gouverneur Generaal in Rade te Calcutta als Kommissaris tot de overnaam geconstitueerd, & erkennen wy W H Belli & D C Smyth in voorschreven onze kwaliteit voor & van wegens & namens het Britische Gouvernement mits deze ontvangen te hebben van de Kommissaris B C D Bouman voornoemd de voorschreve Nederlandsche bezittingen te Chinsurah aan de vaste wal van India

Waarvan ten bewyze ik B C D Bouman voor and van wegen het Nederlandsche Gouvernement, and wy W. H. Belli, & D C. Smyth voor and van wegen het Britische Gouvernement wy onze namen & zegels respectively hebben ter neder gesteld op Zaterdag den

seventh day of May, one thousand
eight hundred and twenty-five.

zevenden Mei des jaars een dui-
zend agt honderd vyf & twintig.

Seal.

(Sd.) W. H. BELLI,
Commissioner.

Seal.

De Nederlandsche Kommissaris.

(Sd.) B. C. D. BOUMAN.

Seal.

(Sd.) D. C. SMYTH,
Commissioner.

Seal.

(Sd.) W. H. BELLI,

Commissioner.

Seal.

(Sd.) B. C. D. BOUMAN,
Nederlandsche Kommissaris.

Seal.

(Sd.) D. C. SMYTH,

Commissioner.

NO. LXXVII.

DEED for the transfer of the NETHERLANDS possessions at FULTAH,—1825.

Whereas in pursuance of a Treaty concluded between His Majesty the King of the United Kingdom of Great Britain and Ireland and His Majesty the King of the Netherlands at London on the 17th March 1824, the Netherlands possessions at Fulta has been ceded to the British Government: Be it known that I, F. W. Van As constituted by the Hon'ble B. C. D. Bouman, Esquire, Commissioner on the part of the Netherlands Government to cede the Netherlands possessions aforesaid, accordingly restore to J. Master and T. Plowden nominated by the Right Hon'ble the Governor General in Council at Calcutta, Commissioners on the part of the British Government, the possession of the Netherlands possessions aforesaid of His Majesty the King of the Netherlands on the Continent of India, and do hereby declare to have ceded and

Nademaal ten gevolge van het tractaat gesloten te London op den 17den Maart 1824, tusschen zyne Majesteit de Koning der Nederlanden an zyne Majesteit de Koning van het Vereenigde Koninkryke van Groot Britange en Ireland de Nederlandsche bezittingen te Fulta aan de vaste kust van Indie zyn afgestaan aan het Britsche Gouvernement, Zy het een eigelyk bekend dat ik F. W. Van As tot de overgeve van voorschrevene bezittingen van wegen het Nederlands Gouvernement te Chinsurah door den Wel Ed. Gestr. Heer. B. C. D. Bouman als Kommissaris benoemed en gequalificeerd dezelve mits deze op de Kragtigste wyze overgeve aan J. Master en T. Plowden van wegen het Britsche Gouvernement door zyne Excellencie den Gouverneur Generaal in Rade te Calcutta als Kommissarisser tot de overnaam geconstitueerd, en erkennen wy J. Master en T. Plowden in voorschreve onze qualiteiten voor en van

delivered up the same according to the limits thereof, and we, J Master and T Plowden, in our aforesaid capacity in the name and on behalf of His Britannic Majesty, acknowledge to have received from said F W Van As Commissioner on behalf of the Netherlands Government, the said Netherlands possessions at Fulta

In witness whereof I the said F W. Van As for and on behalf of the Netherlands Government and we the said J Master and T Plow

our seals this day, Wednesday, the eighteenth May one thousand eight hundred and twenty-five



(Sd) J MASTER,
Magt, 24-Pergunnahs



(Sd) F W VAN AS,
Netherland Commr.



(Sd) T PLOWDEN,
Collr, 24-Pergunnahs



(Sd) JOHN MASTER,
Magt, 24-Pergunnahs



(Sd) F W. VAN AS,
Netherlands Commr



(Sd) T PLOWDEN,
Collr, 24 Pergunnahs.

No. LXXVIII

DEED for the transfer of the NETHERLANDS possessions at CALCAPORE,---1825

Whereas in pursuance of a Treaty concluded between His Majesty the King of the United Kingdom of Great Britain and Ireland and His Majesty the King of the Netherlands, at London on the 17th March 1824, the Netherlands possessions at Calcapore has been ceded to the Bri-

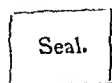
wegens in namens het Britische Gouvernement mits deze ontvangen te hebben van de Kommissaris F W Van As voornoemd de Nederlandsche bezittingen te Fulta aan de vaste wal van Indie

en F Plowden voor en van wegen het Britische Gouvernement onze namen en zegels respectivelyk hebben ter nedergesteld op heden Woensdag den agtiende Mey des Jaars een duyzend agt rondert vyf en twintig

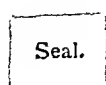
Nademaal ten gevolge van het Tractaat gesloten te London op den 17ten March 1824, de Vereenigde Koningryke van Groot Britange en Ireland de Nederlandsche bezittingen te Calcapoer aan de vaste

tish Government be it known that I, C. F. Fransz, constituted by the Honorable B. C. D. Bouman, Esq.; Commissioner on the part of the Netherlands Government to cede the Netherlands possession aforesaid, accordingly restore to F. Magniac and H. T. Travers nominated by the Right Honorable the Governor General in Council at Calcutta Commissioners on the part of the British Government the possession of the Netherlands possessions aforesaid of His Majesty the King of the Netherlands on the continent of India and do hereby declare to have ceded and delivered up the same according to the limits thereof, and we, F. Magniac and H. T. Travers, in our aforesaid capacity in the name and on behalf of His Britannic Majesty, acknowledge to have received from said C. F. Fransz, Commissioner on behalf of the Netherlands Government, the said Netherlands possessions at Calcapore.

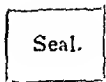
In witness whereof I, the said C. F. Fransz, for and on behalf of the Netherlands Government, and we, the said F. Magniac and H. T. Travers, for and on behalf of the British Government, have hereunto respectively subscribed our names and fixed our Seals this day, Wednesday, the first of June one thousand eight hundred and twenty-five.



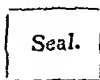
(Sd.) J. MAGNIAC,
Commissioner.



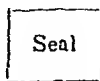
(„) H. T. TRAVERS,
Commissioner.



(„) C. F. FRANSZ,
De Nedl. Commissaris.



(Sd.) C. F. FRANSZ,
De Nedl. Commissaris.



(Sd.) J. MAGNIAC,
Commissioner.



(Sd.) H. T. TRAVERS,
Commissioner.

kust van India zyn afgestaan aan het Britsche Gouvernement.—Zy het een iegelyk bekend dat ik C. F. Fransz tot de overgave van voorschreve bezettingen van wegen het Nederlandsche Gouvernement te Chinsurah door den Weledele Gostl. Heer B. C. D. Bouman als Kommissaris benoemd en gekwalificeerd dezelve mitsdeze af de kragtigste wyze overgeve aan F. Magniac en H. T. Travers van wegen het Britsche Gouvernement door Zyne Excellentie den Gouvernear Generaal en Rade to Calcutta als Kommissarissen tot de overnaam geconstitueerd and erkennen vz. F. Magniac en H. T. Travers in voorschreve onze Kwaliteiten voor & van wegens en namens het Britsche Gouvernement mitsdeze ontvangen to hebben van de Kommissaris C. F. Fransz voornoemd de voorschreve Nederlandshe bezittingen te Calcapoor aan de vaste wal van India.

Waar van ten gewyze ik C. F. Fransz voor & van wegen het Nederlandsche Gouvernement & wy F. Magniac & H. T. Travers voor en van wegen het Britsche Gouvernement ouze namen en zegels respectively hebben ter neder gesteld up Woonsdag den eerste juny des Jaars een duizend agt honderd & vyfen twintig.

No LXXIX

DEED for the transfer of the NETHERLANDS possessions at BALASORE,—1825

Whereas in pursuance of a Treaty concluded between His Majesty the King of the United Kingdom of Great Britain and Ireland and His Majesty the King of the Netherlands at London on the 17th of March 1824 the Netherlands possessions at Balasore has been ceded to the British Government

Be it known that H Botier constituted by the Hon ble B C D Bouman Esq, Commissioner on the part of the Netherlands Government to cede the possessions aforesaid accordingly restores to C. R Cartwright Esq, nominated by the Right Honble the Governor General in Council at Calcutta, Commissioner on the part of the British Government, the possession of the Netherlands possession aforesaid of His Majesty the King of the Netherlands on the Continent of India, and does hereby declare to have ceded and delivered up the same accordingly to the limits thereof, and I, C R Cartwright, in my aforesaid capacity in the name and on behalf of His Britannic Majesty acknowledge to have received from said Botier, Commissioner on behalf of the Netherlands Government the said Netherlands possessions at Balasore

In witness whereof I, the said H Botier, for and on behalf of the Netherlands Government, and I, the said C R Cartwright, for and on behalf of the British Government,

Nademaal ten gevolge van het Tractaat gesloten te London, op den 17 den Maart 1824 tusschen Zyne Majesteit de Koning der Nederlanden en Zyne Majesteit de Koning van het Vereenigde Koninkryke van Groot Britange en Ireland de Nederlandsche bezittingen te Balasoor aan de vaste kust van India zyn afgestaan aan het Britische Government.—Zy het een iegelyk bekend dat ik H. Botier tot de overgave van voorschreven bezittingen van wegen het Nederlandsche Gouvernement te Chinsurah door den weledelen gestrenger Heer B C D Bauman, als Commissaris benoemd en gekwalificeerd dezelve mitsdezo op de

te Calcutta als Kommissaris tot de over naam geconstitueerd en erkenne ik C R Cartwright in voorschreven myne qualtyt voor en van wegens en namens het Britische Government mits dezen ontvangen te hebben van den Kommissaris H

Waar vanxten bewyze, ik H. Botier voor en van wegens het Nederlandsche Gouvernement, en ik C. R. Cartwright voor en van wegens het Britische Gouvernement

have hereunto respectively subscribed our names, and fixed our seals this day.

(Sd.) C. R. CARTWRIGHT,
*Joint Magte. and Depy.
Collr. of Balasore.*

Seal.

onze namen en zegels respectievelijk hebben ter neder gesteld op heded.

Seal.

(Sd.) H. BOTJIR,
Zaturdag den 4 Juny,
Balasoor.

Balasore, Saturday,
4th June 1825.

(True copy.)

(Sd.) C. H. CARTWRIGHT,
Offs. Magte. & Depy. Collector.

NO. LXXX.


DEED for the transfer of the NETHERLANDS possessions at
DACCA,—1825.

Whereas in pursuance of a Treaty concluded between His Majesty the King of the United Kingdom of Great Britain and Ireland and His Majesty the King of the Netherlands at London on the 17th March 1824, the Netherlands possessions at Dacca has been ceded to the British Government. Be it known that I, F. W. Van As constituted by the Hon'ble B. C. D. Bouman, Esq., Commissioner on the part of the Netherlands Government to cede the Netherlands possessions aforesaid accordingly restore to C. Dawes and L. Magniac nominated by the Right Hon'ble the Governor General in Council at Calcutta, Commissioners on the part of the British Government the possession of the Netherlands possessions aforesaid of His Majesty the King of the Netherlands on the Continent of India, and do hereby declare to have ceded and delivered up the same accordingly to the limits thereof,

Nademaal ten gevolge van het Tractaat gesloten te London op den 17den Maart 1824, tusschen Zyne Majesteit de Koning der Nederlanden en Zyne Majesteit de Koning van het Vereenigde Koninkryke van Groot Britange en Ireland de Nederlandsche bezittingen te Dacca aan de vaste kust van Indie zyn afgestaan aan het Britische Gouvernement—Zy het een eigelyk bekend det ik F. W. Van As tot de overgave van voorschreve bezittingen van wegen het Nederlandsche Gouvernement te Chinsurah door den Wel Edele Gestrenge Heer B. C. D. Bouman als Kommissaris genoemd en gekwalificeerd, dezelve mits deze op de kragtigste wyze overgeve aan C. Dawes en L. Magniac van wegen het Britsche Gouvernement door zyne Excellentie den Gouverneur Generaal in Rade te Calcutta als Kommissarissen tot de


and we C Dawes and L Magniac in our aforesaid capacity in the name and on behalf of His Britannic Majesty acknowledge to have received from said F W Van As Commissioner on behalf of the Netherlands Government the said Netherlands possessions at Dacca


In witness whereof I the said F W Van As, for and on behalf of the Netherlands Government and we the said C Dawes and L Magniac for and on behalf of the British Government have hereunto respectively subscribed our names and fixed our seals this day Tuesday the 14th June 1825


 (Sd) C DAWES
Commissioner


overnaam geconstitueerd en erkennen wy C Dawes en L Magniac in voorschrevē onze qualiteiten voor en van wegens en namens het Britische Gouvernement mits deze ontvangen te hebben van de Commissaris F W Van As voornoemd de voorschreve Nederlandsche bezittingen te Dacca aan de vaste wal van Indie


Waarvan ten be wyze ik F W Van As voor and van wegen het Nederlandsche Gouvernement en wy C Dawes en L Magniac voor en van wegen het Britische Gouvernement wy onze namen en zegels respectively hebben ter nedergesteld op heden den vierteende Juny 1825

 (Sd) F W VAN AS
Nedel Kommissaris

 (Sd) L MAGNIAC,
Commissioner

 (Sd) C DAWES
Commr

 (Sd) F W VAN AS,
Netherl Commr

 (Sd) L MAGNIAC
Commr

NO LXXXI

DEED restoring the DANISH possessions,—1815

Whereas by the provisions of the definitive Treaty of Peace made and concluded between His Britannic Majesty and His Majesty the King of Denmark, signed at Kiel on the 14th January 1814 and by the additional articles signed at Liege the 7th of April 1814, it is stipulated and agreed that His Britannic Majesty shall restore to the Crown of Denmark, the town of Serampore and the possessions attached to that Settlement in the state in which they were at the moment of the signature of the said definitive Treaty of Peace and the said additional articles and any work which may have been constructed since the occupation of the said Settlement

Be it known that I, Gordon Forbes, appointed by His Excellency the Earl of Moira Governor General, etc etc to be Commissary on the part of the British Government for carrying into effect the restitution of the Colony of Serampore for, and in the name of, the British Government do restore to

His Excellency Jacob Krefting, Esquire, delegated on the part of the Danish Government to receive charge of those possessions, and do hereby declare to have accordingly restored and delivered up the said town of Serampore and the possessions attached to that Settlement, and I, Jacob Krefting, acknowledge to have received from the said Gordon Forbes, Esquire, on behalf of the British Government, the said town of Serampore and the possessions attached thereunto, and restored to the Crown of Denmark by virtue of the said definitive Treaty of Peace and the said additional articles.

In witness whereof I, the said Gordon Forbes, for and on behalf of the British Government, and I, the said Jacob Krefting, for and on behalf of the Danish Government, have hereunto set our hands and seals. Given at Serampore this fifteenth day of December one thousand eight hundred and fifteen.

Seal.

(Sd.) GORDON FORBES.

Seal.

(Sd.) JACOB KREFTING.

No. LXXXII.

TREATY with DENMARK, 22nd February 1845.

VI CHRISTIAN DEN OTTENDE .

—AF GUDS NAADE—

Konge til Denmark de Venders og Gøthers Hertug til Slesvig, Holsteen, Stormorn, Ditmersken Lauenborg og Oldenborg.

Gjore Vitternight At da vi med det Britisk Ostindiske Compagnie ere blevne enige om at afslute en paa gjensidigen fordeelagtige Grundvolde bygget Tractat angaaende Overdragelsen af vore Etablisementer paa Indiens Fastland til formeldte Compagnie, og dette Qiemed nu er bleven iværksat idet en saadan Tractat er bleven afsluttet med Gouverneüren over vore Etablisementer i Indien, Som dertil fra vor side befuldmægtiget, og General Gouverneüren over Britisk Indien med Raad paa bemældte Compagnies Vegne hvilken Tractat der er undertegnet i Calcutta den Toogtyvende Februar dette Aar Ord til andet lyder Saaledes.

Treaty for the transfer of the Danish Settlements on the Continent of India between His Majesty the King of Denmark and the Honorable East India Company, settled by Peter Hanson, Esq., Councillor of State, Governor of His Danish Majesty's Possessions in India, Knight of the Order of Dannebrog, in virtue of powers delegated to him on the 30th September 1841, by His Majesty the King of Denmark, and the Governor General of

India in Council, Lieutenant General the Right Honorable Sir Henry Hardinge, G C B, Governor General of India the Honorable Frederick Millett, Member of Council and the Honorable Major General Sir George Pollock, G C B, Member of Council, in virtue of powers delegated to them by the Honorable the Secret Committee of the Court of Directors on the 1st July 1842

Done in Calcutta, on the 22nd day of February One Thousand Eight Hundred and Forty five

In the Name of the Most Holy and Undivided Trinity.

ARTICLE 1

His Majesty the King of Denmark engages to transfer the Danish Settlements on the Continent of India, with all the public buildings and Crown property thereunto belonging to the Honorable the British East India Company in consideration of the sum of 12 50,000 (twelve lakhs and fifty thousand) Company's rupees which sum the Honorable the British East India Company engage to pay, on the ratification of the present Treaty, either in Company's rupees at Calcutta, or by Bills on London at one month's sight in sterling money, at the rate of exchange of two shillings for each rupee, or in such proportion of Cash or Bills at the above rate, as may be most convenient to the Danish Government

ARTICLE 2

The Settlements and Crown property referred to above are —

(1) The Town of Tranquebar, on the Coromandel Coast with the districts thereunto belonging for which an annual sum of 2,500 Gold Pardaux, or about 4 000 Company's rupees, is to be paid to the Rajah of Tanjore, and the following buildings and Crown property, *viz* —

A —Fort Dansborg with buildings therewith connected, and thirteen Brass Guns mounted on the ramparts, and other stores

B —The Government House situated opposite to the Fort

C —A country residence for the Governor at the village of Porreiar

D —A garden, with a bungalow, at the village of Tittaly, possessed by the Governor

E —A building in the town with garden adjacent, used as hospital

F —A house in the town occupied by the Medical Officer of the Settlement

G —A house and office on the beach for the Master Attendant

H —Two brick built godowns

Besides public roads, bridges, sluices, a number of fruit and other trees, and all other immoveable Crown property of any description whatever, together with such moveable articles as belong to the public offices, or are destined for public use, the furniture and moveables in the Government House not being herein included

(2) The town of Frederiksnagore or Serampore, in the province of Bengal, comprising 60 biggahs, commonly called Frederiksnagore, and the districts of Serampore, Akna, and Pearapore, for which districts an annual sum of Sicca Rupees 1,601 is to be paid to the Zemindars of Sewraphully, for the time being, with the following public property:—

A.—The Government House.

B.—The Secretary's House and Offices.

C.—The Court-house, with jail annexed.

D.—The Church, commonly called the Danish Church.

E.—The bazar, containing more or less 6 biggahs and 13 cottahs, with a range of godowns on the north side, and two godowns on the west side: the remaining part of the ground being occupied by private godowns, the owners paying an annual ground rent.

F.—Two small brick-built guard houses on the banks of the river.

Besides public roads and bridges, a canal from the fields of the village of Pearapore, through adjacent villages, to the river, and all other immovable Crown property of any description whatever, together with such moveable articles as belong to the public offices, or are destined for public use.

(3) A piece of ground at Balasore, formerly a factory, containing 18 biggahs, 2 cottahs and 12 chittacks of tenanted ground.

ARTICLE 3.

The Church of Zion, and the Mission Churches of Jerusalem and Bethlehem in Tranquebar, the Roman Catholic Church and Chapels at the same place, Roman Catholic Church in Serampore, the Serampore College and the Serampore Native Hospital having been built, or established by private means, these Churches and Institutions, with all their goods, effects, and property, moveable as well as immovable, are belonging to the respective Congregations, Communities, and Societies, and are not therefore included with the present transfer.

ARTICLE 4.

The inhabitants of the aforesaid Settlements, Europeans as well as Natives, who continue to reside within the Settlements, will be placed under the protection of the general Law of British India, and their religious, personal, or acquired rights, as formerly enjoyed under the Danish Government, will be respected as all rights of person or property are throughout British India.

All suits commenced and pending in the Danish Courts at the time the Treaty comes into force, shall be carried on and decided by the same Law as far as altered circumstances will allow.

The same will be observed in all cases of appeal subsequent to the Treaty, but no complaint or suit which has been finally settled and decided under the Danish Administration, and not appealed in due time under

observance of the rules for appeal then in force, shall be deemed appealable, nor shall it be lawful to bring forward again, subsequently to the conclusion of this Treaty, by petition, complaint or otherwise, such cases as have been already finally determined by competent authority

ARTICLE 5

Nothing in the present Treaty shall affect the Trade now carried on, or about to be carried on, by the subjects of His Danish Majesty in the ports of the East Indies nor shall the Trade be more restricted than it would have been in case His Danish Majesty had continued to possess the Settlements now transferred

ARTICLE 6

The Church Missionary Board at Copenhagen for the propagation of the Gospel shall be at liberty to continue their exertions in India for the conversion of the He
the same protection
under the general L
the Serampore College by Royal Charter, of date 23rd of February 1827, shall not be interfered with, but continue in force in the same manner as if they had been obtained by a Charter from the British Government, subject to the general Law of British India

ARTICLE 7

The Danish Government engage to meet all pensionary claims and engagements connected with the aforesaid Settlement, and the East India Company shall not be liable for any such claims or engagements whatever, with the exception of the yearly payments of the soil to the Rajah of Tanjore, and the Zemindar of Sewraphully, as mentioned in Article 2

ARTICLE 8

All sums not belonging to the Royal Treasury and under the charge of the Court of Wards or of any of the public functionaries of the Danish Government in their official capacity, shall be received by such Public Officer or Officers as the Governor General of India in Council may direct, and shall be carried to account and administered by such Public Officer or Officers in the same manner and under the same rules and responsibility as similar property is administered under the general Law of the land

ARTICLE 9

The present Treaty of Nine Articles shall be ratified, and the ratifications exchanged in Calcutta within six months from the date hereof or sooner if possible

Done at Calcutta on the Twenty-second day of February, in the year of our Lord One Thousand Eight hundred and Forty-five

(Sd) P HANSON

(Sd) H HARDINGE
" F MILLETT.
" GEO. POLLOCK.

SAA ville vi have forestaaende Tractat stadfæstet bekræftet og ratificeret udi alle dens Ord, Punkter Clauſeler ligesom vi samme ogsaa herved paa behde og kraftigste Maade som skee kan for Os og Vore Efterkommere Arvinger og Succesorer til den Danske Trone stadfæste bekræfte og ratificere med vort Kongelige Ord lovende og tilsigende at samme af Os og dem troeligen fast og unykkeligt skal vorde overholdt efterkommet og fuldbyrdet.

Til ydermere Bekræftelse have vi denne Ratification med vor egen haand underskrevet og ladet vort store kongelige Segl samme vedhænge.

Givet i vor kongelige Residents Stad Kjøbenhavn den Trediyte Mai Aar efter Christi Byrd Eet Tusind Otte hundred fyrgetyve og fem i vor Regjerings Sjette Aar.

(Sd.) CHRISTIAN, R.

(Sd.) C. CSARLIEB Fr. BRANTZ. Fr. SPONNECK.

(Sd.) ONSTEN.

The undersigned having met together for the purpose of exchanging the Ratification, of a Treaty between His Majesty the King of Denmark and the Honorable East India Company for the transfer of the Danish Settlements on the Continent of India, with all the Public Buildings and Crown property thereunto belonging, to the East India Company, in consideration of the sum of 12,50,000. twelve lakhs and fifty thousand Company's rupees, concluded and signed in Calcutta on the 22nd day of February, in the year of our Lord 1815, and the respective Ratifications of the said Instrument having been carefully perused, the said exchange took place this day in the usual form.

In witness whereof they have signed the present Certificate of Exchange, and have affixed thereto the seals of their Arms.

Done in Calcutta, the Sixth day of October, in the year of our Lord One Thousand Eight Hundred and Forty-five.

On the part of the East India Company.	(Sd.) T. H. MADDOCK.	<div style="border: 1px solid black; padding: 2px; text-align: center;">Seal.</div>
	(Sd.) F. MILLETT.	<div style="border: 1px solid black; padding: 2px; text-align: center;">Seal.</div>
	(Sd.) C. H. CAMERON.	<div style="border: 1px solid black; padding: 2px; text-align: center;">Seal.</div>
On the part of His Majesty the King of Denmark.	(Sd.) L. LINDHARD.	<div style="border: 1px solid black; padding: 2px; text-align: center;">Seal.</div>

No. LXXXIII

CONVENTION between GREAT
BRITAIN and FRANCE Signed
at LONDON, the 7th of March,
1815

In the NAME of the MOST HOLY
and UNDIVIDED TRINITY

The trade in salt and opium through
out the British Sovereignty in India,
having been subjected to certain regu-
lations and restrictions which, unless
due provision be made, might occasion
differences between the subjects and
agents of His Britannic Majesty and
those of His Most Christian Majesty
Their said Majesties have thought pro-
per to conclude a Special Convention

jects in that part of the world and in
this view have named for their respec-
tive plenipotentiaries, *viz*, His Majesty
the King of the United Kingdom of
Great Britain and Ireland Robert, Earl
of

Uni
Bo.

for the affairs of India, etc, etc, etc
And His Majesty the King of France
and Navarre the Sieur Claude Louis
de la Châtre, descendant of the Princes
of Deols Count de la Châtre His Am-
bassador extraordinary and plenipo-
tentiary at the Court of London etc,
etc etc, who after having communi-
cated to each other their respective
full Powers found in good and due
form have agreed upon the following
Articles —

CONVENTION entre la GRAN-
DE BRETAGNE et la FRANCE
Signée a LONDRES, le 7
Mars, 1815

Au Nom de la Très-Sainte et
Indivisible Trinité.

Le commerce du sel et de l'opium
ayant été assujéti dans l'étendue
des Possessions Britanniques dans
l'Inde à certains réglemens et res-
trictions, qui s'il n'était pris des
mesures convenables pourraient
donner lieu à des difficultés entre
les sujets et Agens de Sa Majesté
Britannique et ceux de Sa Majesté
Très Chrétienne Leurs dites Ma-
jestés ont jugé à propos de conclure
une Convention Spéciale pour pré-
venir ces difficultés, et écarter toute
autre cause de discussion entre leurs
sujets respectifs dans cette partie
du monde A cet effet, elles ont
nommé pour leurs plénipotentiaires
respectifs, savoir : Sa Majesté le
Roi du Royaume Uni de la Grande
Bretagne et de l'Irlande, le Sieur
Robert, Comte de Buckingham-
shire, Pair du Royaume Uni Presi-
dent du Bureau des Commissaires
pour les affaires de l'Inde etc, etc,
etc, et Sa Majesté le Roi de France
et de Navarre le Sieur Claude Louis
de la Châtre des Princes de Deols,
Comte de la Châtre, Son Ambassa-
deur extraordinaire et Plénipoten-
tiaire à la Cour de Londres, etc,
etc etc, lesquels après s'être
communiqué leurs pleins pouvoirs
respectifs, trouves en bonne et due
forme, sont convenus des Articles
suivans

1. His Most Christian Majesty engages to let at farm to the British Government in India, the exclusive right to purchase at a fair and equitable price, to be regulated by that which the said Government shall have paid for salt in the districts in the vicinity of the French possessions on the coast of Coromandel and Orissa respectively, the salt that may be manufactured in the said possessions, subject to a reservation of the quantity that the Agents of His Most Christian Majesty shall deem requisite for the domestic use and consumption of the inhabitants thereof; and upon the condition that the British Government shall deliver in Bengal, to the Agents of His Most Christian Majesty, the quantity of salt that may be judged necessary for the consumption of the inhabitants of Chandernagore, reference being had to the population of the said settlement, such delivery to be made at the price which the British Government shall have paid for the said article.

2. In order to ascertain the prices as aforesaid, the official accounts of the charges incurred by the British Government, for the salt manufactured in the districts in the vicinity of the French settlements on the coasts of Coromandel and Orissa respectively, shall be open to the inspection of a Commissioner to be appointed for that purpose by the Agents of His Most Christian Majesty in India; and the price to be paid by the British Government shall be settled according to an average to be taken every three years, of the charges as aforesaid ascertained by the said official accounts commencing with the three years preceding the date of the present Convention.

1. Sa Majesté Très-Chrétienne s'engage à affermer au Gouvernement Anglais dans l'Inde, le privilège exclusif d'acheter le sel qui sera fabriqué dans les possessions Françaises sur les côtes de Coromandel et d'Orissa, moyennant un prix juste et raisonnable, qui sera réglé d'après celui auquel le dit Gouvernement aura payé cet article dans les districts avoisinant respectivement les dites possessions, à la réserve toutefois de la quantité que les Agens de Sa Majesté Très-Chrétienne jugeront nécessaire pour l'usage domestique et la consommation des habitans de ces mêmes possessions, et sous la condition que le Gouvernement Anglais livrera dans le Bengale, aux Agens de Sa Majesté Très-Chrétienne, la quantité de sel qui sera reconnue nécessaire pour la consommation des habitans de Chandernagor, eu égard à la population de cet établissement, et que cette livraison sera faite aux prix auquel le sel reviendra au dit Gouvernement.

2. Afin de déterminer le prix du sel conformément à ce qui vient d'être dit, les états officiels constatant ce que le sel fabriqué dans les districts qui avoisinent respectivement les établissemens Français sur les côtes de Coromandel et d'Orissa, aura coûté au Gouvernement Anglais, seront soumis à l'inspection d'un Commissaire nommé à cet effet par les Agens de Sa Majesté Très-Chrétienne dans l'Inde; et le prix qui devra être payé par le Gouvernement Anglais sera fixé tous les trois ans d'après le taux moyen du sel pendant ce laps de tems, tel qu'il sera constaté par les dits états officiels à commencer des trois années qui ont précédé la date de la présente Convention.

The price of salt at Chbandernagore to be determined in the same manner by the charges incurred by the British Government for the salt manufactured in the districts nearest to the said settlement

3 It is understood that the salt works in the possessions belonging to His Most Christian Majesty shall be and remain under the direction and administration of the Agents of His said Majesty

4 With a view to the effectual attainment of the objects in the contemplation of the high Contracting Parties, His Most Christian Majesty engages to establish in His possessions on the coasts of Coromandel and Orissa and at Chandernagore in Bengal, nearly the same price for salt, as that at which it shall be sold by the British Government in the vicinity of each of the said possessions

5 In consideration of the stipulations expressed in the preceding Articles, His Britannic Majesty engages that the sum of four lacs of sicca rupees shall be paid annually to the Agents of His Most Christian Majesty, duly authorized, by equal quarterly instalments such instalments to be paid at Calcutta or at Madras, ten days after the bills that may be drawn for the same by the said Agents shall have been presented to the Government of either of those Presidencies it being agreed that the rent above stipulated shall commence from the 1st of October 1814

6 With regard to the trade in opium it is agreed between the high Contracting Parties, that at each of the periodical sales of that article there shall be reserved for the French Government, and delivered upon requisition

Le prix du sel a Chandernagor devra être déterminé de la même manière, et d'après celui auquel cet article reviendra au Gouvernement Anglais dans les districts les plus voisins de cet établissement

3 Il est bien entendu que les salines situées dans les possessions appartenant à Sa Majesté Très Chrétienne, seront et demeureront sous la direction et l'administration des Agens de Sa dite Majesté

4 Afin d'atteindre le but que les hautes Parties Contractantes ont en vue Sa Majesté Très Chrétienne s'engage à établir dans Ses possessions sur les côtes de Coromandel et d'Orissa et à Chandernagor dans le Bengale le sal au même prix à-peu près que le Gouvernement Anglais le vendra dans les territoires voisins de chacune des dites possessions

5 En consideration des stipulations renfermées dans les Articles precedens Sa Majesté Britannique s'engage à faire payer annuellement aux Agens de Sa Majesté Très Chrétienne dûment autorisés, la somme de quatre lacs de roupies sicca, lequel paiement sera effectué par trimestre et par portions égales soit à Calcutta, soit à Madras dix jours après que les traites tirées par les dits Agens auront été présentées au Gouvernement de l'un ou de l'autre de ces Presidences

Il est convenu que la rente ci-dessus stipulée sera due à partir du 1^{er} Octobre, 1814

6 Il est convenu entre les hautes Parties Contractantes relativement au commerce de l'opium qu'à chacune des ventes periodiques de cet article, il sera reserve pour le Gouvernement Français et delivre à la

duly made by the Agents of His Most Christian Majesty, or by the persons duly appointed by them, the number of chests so applied for; provided that such supply shall not exceed 300 chests in each year; and the price to be paid for the same shall be determined by the average rate at which opium shall have been sold at every such periodical sale: it being understood that if the quantity of opium applied for at any one time shall not be taken on account of the French Government by the Agents of His Most Christian Majesty, within the usual period of delivery, the quantity so applied for shall nevertheless be considered as so much in deduction of the 300 chests hereinbefore mentioned.

The requisitions of opium as aforesaid are to be addressed to the Governor General at Calcutta within thirty days after notice of the intended sale shall have been published in the Calcutta Gazette.

7. In the event of any restriction being imposed upon the exportation of saltpetre, the subjects of His Most Christian Majesty shall nevertheless be allowed to export that article to the extent of 18,000 maunds.

8. His Most Christian Majesty with the view of preserving the harmony subsisting between the two nations, having engaged by the twelfth Article of the Treaty concluded at Paris, on the 30th of May, 1814, not to erect any fortifications in the establishments to be restored to Him by the said Treaty, and to maintain no greater number of troops than may be necessary for the purposes of police; His Britannic Majesty on his part, in order to give every security to the subjects of His Most Christian Majesty residing

requisition des Agens de Sa Majesté Très-Chrétienne, ou à celle des personnes qu'ils auront autorisées à cet effet, la quantité de caisses d'opium qu'ils demanderont, en tant que cette quantité n'excédera pas trois cents caisses par an; lesquelles devront être payées au prix moyen auquel l'opium se sera élevé à chacune de ces ventes périodiques: Bien entendu que si les Agens du Gouvernement Français ne faisaient pas retirer pour son compte, aux termes ordinaires des livraisons, la quantité d'opium qui aurait été demandée à une époque quelconque, elle entrerait néanmoins en déduction des trois cents caisses qui doivent être livrées.

Les demandes d'opium faites ainsi qu'il vient d'être dit, devront être adressées au Gouverneur Général à Calcutta, dans l'espace de trente jours après que l'époque des ventes aura été indiquée par la Gazette de Calcutta.

7. Dans le cas où il serait mis des restrictions à l'exportation de salpêtre, les sujets de Sa Majesté Très-Chrétienne, n'en auront pas moins la faculté d'exporter cet article jusqu'à la concurrence de dix-huit mille maunds.

8. Sa Majesté Très-Chrétienne, dans la vue de conserver la bonne harmonie qui existe entre les deux nations, s'étant engagée par l'Article 12. du Traité conclu à Paris, le 30 Mai, 1814, à n'élever aucun ouvrage de fortification dans les établissemens qui doivent lui être restitués en vertu du dit Traité; et à n'y avoir que le nombre de troupes nécessaires pour y maintenir la police; de Son côté Sa Majesté Britannique afin de donner toute sûreté aux sujets de Sa Majesté Très-Chrétienne résidant

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or rupture (which God forbid), not to consider or treat as prisoners of war those persons who belong to the civil establishments of His Most Christian Majesty in India, nor the officers, non-commissioned officers or soldiers, who, according to the terms of the said Treaty shall be necessary for the maintenance of the police in the said establishments, and to allow them to remain three months to settle their personal affairs, and also to grant them the necessary facilities and means of conveyance to France with their families and private property

His Britannic Majesty further engages to permit the subjects of His Most Christian Majesty in India, to continue their residence and commerce so long as they shall conduct themselves peaceably, and shall do nothing contrary to the laws and regulations of the Government

But in case their conduct should render them suspected, and the British Government should judge it necessary to order them to quit India they shall be allowed the period of six months to retire with their effects and property to France, or to any other country they may choose

At the same time it is to be understood that this favour is not to be extended to those who may act contrary to the laws and regulations of the British Government

9 All Europeans and others who-soever, against whom judicial proceed-

dans l'Inde, s'engage, si à une époque quelconque il survenait entre les hautes Parties Contractantes quelque sujet de mésintelligence ou une rupture (ce qu'à Dieu ne plaise), à ne point considérer ni traiter comme prisonniers de guerre, les personnes qui feront partie de l'administration civile des établissemens Français dans l'Inde, non plus que les officiers, sous-officiers, et soldats qui, aux termes du dit Traité, seront nécessaires pour maintenir la police dans les dits établissemens, et à leur accorder un délai de trois mois pour arranger leurs affaires personnelles, comme aussi à leur fournir les facilités nécessaires et les moyens de transport pour retourner en France avec leurs familles et leurs propriétés particulières

Sa Majesté Britannique s'engage en outre à accorder aux sujets de Sa Majesté Tres-Chrétienne dans l'Inde la permission d'y continuer leur résidence et leur commerce aussi longtems qu'ils s'y conduiront paisiblement et qu'ils ne feront rien contre les lois et les réglemens du Gouvernement

Mais dans le cas où leur conduite les rendroit suspects, et où le Gouvernement Anglais jugerait nécessaire de leur ordonner de quitter l'Inde, il leur sera accordé à cet effet un délai de six mois pour se retirer avec leurs effets et leurs propriétés, soit en France, soit dans tel autre pays qu'ils choisiraient

Il est bien entendu en même tems que cette faveur ne sera pas étendu

9 Tous les Européens, ou autres quelconques, contre qui il sera pro-

ings shall be instituted within the limits of the said settlements or factories belonging to His Most Christian Majesty, for offences committed, or for debts contracted within the said limits, and who shall take refuge out of the same, shall be delivered up to the chiefs of the said settlements and factories; and all Europeans and others whosoever, against whom judicial proceedings as aforesaid shall be instituted, without the said limits, and who shall take refuge within the same, shall be delivered up by the chiefs of the said settlements and factories, upon demand being made of them by the British Government.

10. For the purpose of rendering this agreement permanent, the High Contracting Parties hereby engage that no alteration shall be made in the conditions and stipulations in the foregoing Articles, without the mutual consent of His Majesty the King of the United Kingdom of Great Britain and Ireland, and of His Most Christian Majesty.

11. The present Convention shall be ratified, and the ratifications shall be exchanged at London in the space of one month from the date hereof, or sooner if possible.

In witness whereof the respective Plenipotentiaries have signed it, and have thereunto affixed the seals of their arms.

Done at London, this 7th day of March, in the year of our Lord 1815.

(Sd.) BUCKINGHAMSHIRE,

(L. S.)

(Sd.) LE COMTE DE LA CHATRE,

(L. S.)

écédé en justice dans les limites desdits établissemens ou factories appartenant à Sa Majesté Très-Chrétienne, pour des offenses commises ou des dettes contractées dans les dites limites, et qui prendront refuge hors de ces mêmes limites, seront délivrés aux chefs des dites établissemens et factories; et tous les Européens ou autres quelconques contre qui il sera procédé en justice, hors des dites limites, et qui se réfugieront dans ces mêmes limites, seront délivrés par les chefs des dits établissemens et factories sur la demande qui en sera faite par le Gouvernement Anglais.

10. Afin de rendre la présente Convention permanente, les hautes Parties Contractantes s'engagent à n'apporter aucun changement aux Articles stipulés ci-dessus, sans le consentement mutuel de Sa Majesté le Roi du Royaume Uni de la Grande Bretagne et de l'Irlande, et de Sa Majesté Très-Chrétienne.

11. La présente Convention sera ratifiée et les ratifications en seront échangées à Londres dans l'espace d'un mois, ou plutôt si faire se peut.

En foi de quoi, les Plénipotentiaires respectifs l'ont signée, et y ont apposé le cachet de leurs armes.

Fait à Londres, le 7 Mars, l'an de Grâce, 1815.

(Signé) BUCKINGHAMSHIRE,

(L. S.)

(Signé) LE COMTE DE LA CHATRE,

(L. S.)

No. LXXXIV.

CONVENTION between the GOVERNMENTS of MADRAS and PONDICHERRY, signed at PONDICHERRY on the 13th day of May 1818.

With a view to carry into full and complete effect the object of those terms of the Convention between Great Britain and France, signed at London on the 7th of March 1815, which regard the trade in salt throughout the British Sovereignty in India, the following Articles have been agreed upon by His Excellency, Andre Julien Count Du Puy, Peer of France, Great Officer of the Royal Order of the Legion of Honour, and Mr Joseph François Dayot, Chevalier of the said Order, Administrators General of the French Establishments in India, and Captain James Stuart Fraser, Commissioner on the part of the British Government, for conducting the transfer of such of those possessions as have heretofore been dependent upon the Presidency of Fort St George

ARTICLE 1.

The manufacture of salt shall cease throughout the whole of the French Establishments in India during the continuance of the Honourable Company's present Charter.

ARTICLE 2.

The French Government guarantee the strict observance of the above stipulation, and the further adoption of all such measures as depend upon them for insuring the effectual prevention of the contraband trade in salt.

ARTICLE 3

The Madras Government engages to pay to the French Government as an indemnification to the proprietors of the salt pans the sum of four thousand Star Pagodas per annum during the continuance of the Honourable Company's present Charter if this Convention be ultimately ratified

ARTICLE 4

The above stipulated sum of four thousand Star Pagodas per annum shall be paid by quarterly instalments, and be considered to have commenced from the 1st of January last.

ARTICLE 5.

The Madras Government engages, independently of further confirmation, to pay the sum of four thousand Star Pagodas to the French Government

for one year from the 1st of January last, and to continue to fulfil the same engagement until the determination of the Supreme Government or eventually of the authorities in Europe shall be officially notified to the French Government in India.

ARTICLE 6.

The British Government engages to deliver such a quantity of salt as shall be requisite for the domestic use and consumption of the inhabitants of the French Settlements in India; the purchase, delivery, and subsequent sale of the said quantity being regulated according to the stipulations contained in Articles 1st, 2nd and 4th of the Convention of the 7th March 1815.

ARTICLE 7.

The present Convention shall be ratified and exchanged with the least possible delay.

Done at Pondicherry, this thirteenth day of May, in the year of our Lord one thousand eight hundred and eighteen.

Seal.

(Sd.) LE CT. DU PUY.

Seal.

(Sd.) JAMES STUART
FRASER.

Seal.

(Sd.) T. DAVOT.

Ratified by the Government of Fort St. George according to the terms of the Fifth Article this twenty-third day of May, in the year of our Lord, one thousand eight hundred and eighteen.

Seal.

(Sd.) H. ELLIOT.

(Sd.) R. FULLERTON.

(Sd.) ROBERT ALEXANDER.

By the Right Honourable the Governor in Council.

(Sd.) G. STRACHEY,

Chief Secretary.

No. LXXXV.

CONVENTION between the GOVERNMENTS of MADRAS and PONDICHERY for the renewal of the CONVENTION of 13th May 1818

Concluded between His Excellency the Marquis de Saint Simon, Major-General, Peer of France Great officer of the Royal Order of the Legion of Honour, Governor of the French establishments in India, and John Dent, Esquire, Principal Collector of the Southern division of Arcot.

ARTICLE 1ST.

The whole of the salt pans situated throughout the French Establishments in India shall continue in a state of inactivity as heretofore

ARTICLE 2ND.

The French Government guarantee the strict observance of the above stipulation and the further adoption of all such measures as depend upon them for insuring the effectual prevention of the contraband trade in salt

ARTICLE 3RD.

The Madras Government engages to pay to the French Government as an indemnification to the proprietors of the salt pans the sum of four thousand star pagodas per annum

ARTICLE 4TH.

The above stipulated sum of four thousand star pagodas per annum shall be paid by quarterly instalments

CONVENTION PASSÉ ENTRE le GOUVERNEMENT de PONDICHERY et CELUI de MADRAS POUR le RENOUVELLEMENT de CELLE du 13 MAI 1818.

Entre Monsieur le Marquis de Saint Simon, Pair de France, Grand officier de l'ordre royal de la Légion d'honneur, Maréchal des Camps et Armées du Roi, Gouverneur des Etablissements Français de l'Inde, et John Dent, Esquire, Collecteur Principal de la division du Sud d'Arcat, à été convenu ce qui suit.

ARTICLE 1ER.

Contes les salines situées dans les Etablissements Français de l'Inde continueront à être en inactivité comme par le passé.

ARTICLE 2ND.

Le Gouvernement Français garantit la stricte observation de la stipulation ci dessus et l'adoption ultérieure de toutes les mesures qui seront en son pouvoir pour assurer la prohibition efficace de la contrebande du sel.

ARTICLE 3RD.

Le Gouvernement de Madras s'engage à payer au Gouvernement Français comme une indemnité pour les propriétaires des salines, la somme de quatre mille pagodes à l'Etoile par année

ARTICLE 4TH.

La somme stipulée ci-dessus de quatre mille pagodes à l'Etoile par année sera payée par quartier.

ARTICLE 5TH.

The British Government engages to deliver such quantity of salt as shall be requisite for the domestic use and consumption of the inhabitants of the French Settlements in India, the purchase, delivery and subsequent sale of the said quantity being regulated according to the stipulations contained in the Convention of the 7th March 1815.

ARTICLE 6TH.

The expenses incurred for the transport of salt having been hitherto borne equally by the English and French Governments, it is agreed that they shall continue to be so during the present convention.

ARTICLE 7TH.

It shall be optional with either the English or French Government to withdraw from the present convention on giving twelve months' previous notice.

ARTICLE 8TH.

The present convention shall be ratified with the least possible delay.

Done at Pondicherry this first day of June in the year of our Lord One thousand eight hundred and thirty-seven.

J. DENT,

Principal Collector.

Ratified by the Government of Fort St. George this eighteenth day of July in the year of Our Lord One thousand eight hundred and thirty-seven.
(By the Right Honourable the Governor in Council.)

S. B. MURRAY,

Chief Secretary.

ARTICLE 5TH.

Le Gouvernement Anglais s'engage à délivrer telle quantité de sel qui sera requise pour l'usage domestique et la consommation des habitans des Etablissemens Français dans l'Inde, l'achat, la livraison et la vente de la dite quantité seront réglés conformément aux stipulations convenues dans la convention du 7 Mars 1815.

ARTICLE 6TH.

Les dépenses faites pour le transport du sel ayant toujours été supportées par moitié par le Gouvernement Français et par le Gouvernement Anglais, il est bien entendu qu'il en sera de même pendant la durée de la présente convention.

ARTICLE 7TH.

Il sera facultatif soit au Gouvernement Anglais ou Français de faire cesser la présente convention en donnant avis douze mois à l'avance.

ARTICLE 8TH.

La présente convention sera ratifiée dans le plus court délai.

Fait à Pondichéry le 1^{er} Juin 1837.

le Gal SAINT SIMON.

ELPHINSTONE.

T. MAITLAND.

J. SULLIVAN.

No LXXXVI

CONVENTION with the FRENCH GOVERNMENT of CHANDERNAGORE,—1839

Convention for converting into a money payment the supply of salt made to the French Government of Chandernagore by that of Her Britannic Majesty in India, between

Monsieur Auguste Bourgoïn, Administrator par Interim of Chandernagore, with the sanction of His Excellency the Governor of the French Establishments in India, on the one part,

and
the Members of the Board of Customs, Salt and Opium, with the sanction of the Hon ble the Governor of Bengal, on the other part

Convention passée pour convertir une prestation en argent la fourniture de sel faite au Gouvernement français de Chandernagor par celui de S. M. Britannique dans l'Inde,

Entre

Monsieur Auguste Bourgoïn, Administrateur par Interim de Chandernagor, procédant avec l'autorisation de Monsieur le Gouverneur des Etablissements français de l'Inde, d'une part,

Et,

MM. les Membres du Comité des Douanes, du Sel et de l'Opium, agissant avec l'autorisation de l'Honorable Gouverneur du Bengale, d'autre part.

A été convenu ce qui suit,

ARTICLE 1

The French Government of Chandernagore will receive no more salt from the English golahs for the consumption of the said Establishment

ARTICLE 1

Le Gouvernement français de Chandernagor ne recevra plus de sel des Golahs anglais pour la consommation du dit Etablissement

ARTICLE 2

The inhabitants of Chandernagore shall be at liberty, like the other inhabitants of Bengal, to purchase salt either direct from the golahs of the English Government,

ARTICLE 2

Les habitants de Chandernagor seront libres, comme les autres habitants du Bengale, d'acheter le sel, soit directement des Golahs du Gouvernement anglais, soit des Marchands qui s'approvisionnent dans les dits Golahs, conformément au système établi,

In consequence the French Government engages itself to afford every facility to the sale of salt thus imported into Chandernagore, and not to levy, or permit to be levied

En conséquence, le Gouvernement français s'engage à donner toutes facilités pour la vente du sel ainsi importé à Chandernagor, et à ne prélever ni laisser prélever, par qui que ce soit,

by any of its subjects any tax or contribution, direct or indirect, on the import and sale of such salt whether at Chandernagore or in its dependent districts.

aucune taxe ou contribution directe ou indirecte sur l'entrée et la vente du sel, tant à Chandernagor que dans les districts qui en dépendent.

ARTICLE 3.

In accordance with the preceding conditions the Government of Bengal engages itself to pay to M. the Administrator of Chandernagore a sum of twenty-thousand Company's Rupees per annum.

This payment shall be made every six months at the rate of ten thousand rupees for each six months, and shall commence from the first day of August 1839.

ARTICLE 3.

Par suite des conventions qui précèdent, le Gouvernement du Bengale s'engage à payer à M. l'Administrateur de Chandernagor une somme de vingt mille Roupies de Compagnie par an.

Ce paiement aura lieu par moitié de semestre en semestre à partir du jour où la présente Convention recevra son exécution.

ARTICLE 4.

The above stipulated payment being in consequence of the revenue which the consumption of salt at Chandernagore will produce to the English Government, the French authorities shall assist the English Government in its realization, and use its power to prevent any contravention of the present Treaty, whether through importations of salt by sea or through any other means.

ARTICLE 4.

Le paiement ci-dessus stipulé étant la conséquence du revenu que la consommation du sel à Chandernagor produira au Gouvernement anglais, les autorités françaises aideront l'administration anglaise à réaliser ce produit et tiendront la main à ce qu'il ne soit commis aucune contravention au présent Traité par des importations du sel, soit par mer, soit par tout autre moyen.

ARTICLE 5.

It shall be allowable to either of the contracting parties by a notice given at the least one year in advance to re-establish the old order of things, under which the French Government receiving from the English golahs the salt necessary for consumption by the inhabitants of Chandernagore shall make its own profit thereby, as has been done hitherto.

ARTICLE 5.

Il sera loisible à chacune des parties contractantes, moyennant avis donné au moins une année à l'avance, de rétablir l'ancien ordre des choses, d'après lequel le Gouvernement français recevant des Golahs anglais le sel nécessaire à la consommation des habitants de Chandernagor le fera débiter à son profit, comme par le passé.

ARTICLE 6

The present Treaty shall be in force on and after the 1st August 1839

ARTICLE 7

The present convention shall be subject to the approval of His Excellency the Governor of the French Establishments in India and to that of the Right Hon ble the Governor General of the British possessions, and ultimately to the confirmation of the French Government and of the English Government in Europe and in case of its not being approved by the said Governments the old order of things will be reverted to as soon as possible, without the notice of one year in advance, as provided in Article 5

(Signed) H M PARKER
J TROTTER

CALCUTTA, 5th July 1839

(Sd) AUCKLAND

Seal of the
Right Hon'ble the
Governor General of
India and Governor
of Bengal

Ratified by the Right Hon ble the Governor General of India and Governor of Bengal at Simla, this nineteenth day of September one thousand eight hundred and thirty-nine

(Sd) T H MADDOCK,
*Offg. Secy to the Govt of India, with
the Right Hon ble the Governor-
General*

True copy of ratification affixed to two copies delivered to Monsieur Bourgoin at Chandernagore.

ARTICLE 6

L'epoque à laquelle le présent Traité commencera à être exécuté est fixée au 1^{er} août 1839

ARTICLE 7

La présente Convention sera soumise à l'approbation de M le Gouverneur des Etablissements français de l'Inde et à celle de M le Gouverneur General des possessions britanniques et ultérieurement à la confirmation du Gouvernement français et du Gouvernement anglais en Europe et dans le cas où elle ne serait pas approuvée par les dits Gouvernements on reviendra à l'ancien état des choses aussitôt que possible sans qu'il soit besoin de prévenir un an à l'avance ainsi qu'il a été stipulé par l'Article 5

(Signe) AUGT BOURGOIN
CHANDERNAGOR le 12 juillet 1839

Mar ne et Colon al
(Unintelligible)
Chandernagor

Approuvé la présente Convention

Pondichery, le 19 Septembre 1839

Le Pair de France
Gouverneur des Etablissements français de l'Inde

(Signe) LE GENL SAINT SIMO

Etablissements français
dans l'Inde
Gouverneur

No. LXXXVII.

AGREEMENT made between the FRENCH and BRITISH GOVERNMENTS relative to the limits of the SETTLEMENT of CHANDERNAGORE,—1853.

WHEREAS the mixture of English and French territories, jurisdictions, and other rights belonging to the two Governments, respectively, around the French Settlement of Chandernagore in the East Indies, is the cause of inconvenience to which the Governments of Her Majesty the Queen of the United Kingdom of Great Britain and Ireland and of His Majesty the Emperor of the French are desirous of putting a stop;

The undersigned, Her Britannic Majesty's Ambassador Extraordinary and Plenipotentiary at Paris, and His Majesty the Emperor's Minister for Foreign Affairs duly authorized by their respective Governments have agreed as follows:

1st.—That the limits of the jurisdiction and of all other rights whatever of the French Government on the territory of the French Settlement of Chandernagore in Bengal shall be according to the plan drawn up in common by the respective Commissioners of the two Governments and annexed to the proposition for the settlement of the limits of the French territory at Chandernagore signed provisionally (excepting the reserves contained in it) at Chandernagore on the 4th of September 1852; to the South and West the excavation commonly called the French Ditch, and to the North the same Ditch or the line indicated in the plan by an orange outline.

ATTENDU que le mélange des territoires anglais et français, et des juridictions, et autres droits appartenant aux Gouvernements respectifs, autour de l'établissement français de Chandernagor dans les Indes Orientales présente des inconvénients auxquels le Gouvernement de Sa Majesté la Reine du Royaume Uni de la Grande Bretagne et d'Irlande et celui de Sa Majesté l'Empereur des Français désirent mettre un terme;

Les soussignés Ambassadeur Extraordinaire et Plenipotentiaire de Sa Majesté britannique à Paris, et Ministre des Affaires Etrangères de Sa Majesté l'Empereur des Français dûment autorisés par leurs Gouvernements respectifs sont convenus de ce qui suit:

1er.—Les limites de la juridiction et de tous droits quelconques du Gouvernement français sur le territoire de l'établissement français de Chandernagor en Bengale se font selon les indications du plan dressé de commun accord, par les Commissaires respectifs des deux Gouvernements, et annexé un projet de délimitation provisoirement (sauf les réserves que contient le projet,) à Chandernagor le 4 septembre 1852: au Sud et à l'Est l'excavation appelée le Fossé Français, et au Nord, le même fossé, la ligne indiquée sur le plan par une ligne orange.

With regard to the boundary to the East or on the side of the river Hooghly, matters shall remain as they are in respect to the jurisdiction or other rights whatsoever of the settlement of Chandernagore, without prejudice to the respective claims of the two Governments

And inasmuch as the section of the boundary above mentioned from the termination of the ditch to the bank of the river is very intricate and confused owing to the interspersions of the houses of the inhabitants of the two territories, therefore in order to render the boundary as exact and clear as possible, and thus to obviate all future disputes upon the point pillars of masonry or some other material shall be erected at a joint expense throughout the whole extent of this said portion of the boundary

2nd.—That, on the one hand the Government of Bengal shall recognize the exclusive jurisdiction of the French Government over the whole of the territory included in the limits above described

3rd.—That, on the other hand, the French Government shall relinquish to the Government of Bengal the jurisdiction which the former now exercises within portions of territory at Goualpara, Cantapour, Tonquipour, Duplesiepoty, Barasette, situate without the circuit of the Ditch round Chandernagore, and that this cession shall include also the revenue or land rent now collected by the French Government from these said lands amounting annually to a sum of one hundred and eighty rupees one ganda and a half (Rupees 180 $\frac{1}{2}$ ganda) as detailed in the schedule which accompanies the draft of

Quand a la limite d l'Est ou du côté du fleuve Hooghly les choses en resteront, pour la juridiction et autres droits quelconques de l'établissement de Chandernagor, dans l'état actuel, sans prejudice des prétentions respectives des deux gouvernements

Et attendu que la limite ci dessus énoncée depuis l'extrémité du fossé jusqu'à la rivière reste très confusée par le pêle mêle des maisons des habitants des deux territoires, il sera établi à frais communs, sur l'étendue de la ligne sus indiquée, des bornes en maçonnerie on en toute autre matière à fin de rendre cette limite aussi précise et apparente que possible et de prévenir par ce moyen toutes contestations ultérieures sur ce point

2d.—D'une part, le Gouvernement du Bengale reconnaîtra comme appartenant exclusivement au Gouvernement français la juridiction sur tout le territoire compris dans les limites ci dessus indiquées

3e.—D'autre part, le Gouverne-

de Goualpara, Cantapour, Tonquipour, Duplesiepoty, Barasette et situées en dehors du fossé d'enceinte de Chandernagor, et cette cession entrainera celle des revenus de rente foncière ou Cazanass actuellement perçus par le Gouvernement français sur les dits terrains et s'élevant par an à une somme de cent quatre vingt Roupies, un ganda, et demi (Roupies 180 $\frac{1}{2}$ ganda) d'après état détaillé rédigé, de commun accord, à Chandernagor et joint au projet de convention du 4 Septembre 1852

Agreement drawn up at Chandernagore on the 4th of September 1852.

4th.—That, on its side, the Government of Bengal will consent by way of compensation to relinquish to the French Government the annual revenue of thirty-five rupees, fourteen annas five gandas (Rupees 35 14 annas 5 gandas) now collected by the former of the two Governments from the lands dependent on the Talook of Digra and Telinipara which lie to the north of the French Ditch; and further to make a reduction of one hundred and forty-four rupees, one anna, sixteen gandas and a half (Rupees 144 1 anna 16½ gandas) in the annual rent of 3,520 francs or about Rupees 1,466 now paid to the Hooghly Treasury by the Government of Chandernagore as representatives of certain ancient Talookdars.

In witness whereof the undersigned have signed the present Agreement and have affixed the seals of their Arms thereunto.

Done at Paris the 31st of March 1853.

(Sd.) COWLEY.

PROPOSITIONS of the COMMISSIONERS for the SETTLEMENT of the BOUNDARIES of CHANDERNAGORE.

Proposition of the French and English Commissioners for the Settlement of the limits of the French Territory at Chandernagore.

We, the undersigned—

Pierri Paul Damier Victoria Dufour de Gavardie, Judge, President of the Court of first instance,

4me —De son côté, le Gouvernement du Bengale consentira à titre de compensation, à transférer en la possession du Gouvernement français le revenu annuel de trente cinq Roupies quatorze anas, cinq gandas (R. 35 14 a. 5 g.) que percevoit le premier de ces deux Gouvernements sur des terrains en régie dépendant du Talouk de Digra et Telinipara situés au nord du Fossé français, et à diminuer d'une valeur de cent quarante quatre Roupies, un ana, seize gandas et demi (R. 144, 1 a. 16½ g.) le montant de la rente de 3,520 francs ou environ 1,466 Roupies par année que paie actuellement à la trésorerie à Hooghly le Gouvernement de Chandernagor, considéré comme représentant de divers anciens Talookdars.

Enfoi de quoi les soussignés ont signé le présent arrangement et y ont apposé le cachet de leurs armes.

Fait à Paris le 31 Mars 1853.

(Signé) DROUYN DE LHUYS.

Propositions des Commissaires anglais et français pour la fixation des limites territoriales de Chandernagor.

Nous Soussignés—

William Erskine Baker, Major au Corps des Ingenieurs de la Présidence du Fort William.

Emile Auguste Cort Morven,
Assistant Commissary of Marine,

Commissioner appointed by the
Governor of the French establishment
in India,

AND

William Erskine Baker, Major in
the Corps of Engineers of the Presi-
dency of Fort William,

Samuel Wauchope of the Civil
Service of the same Presidency,

Robert Barclay Chapman of the
same Civil Service,

Commissioners appointed by the
Most Noble the Governor-General of
India,

Having proceeded jointly and in-
dependently to investigate the *de*
facto ancient limits of the French
Settlement at Chandernagore,

And having failed to determine by
any sufficient documentary evidence,
the existence of any such limits fixed
by treaty,

Do hereby agree to recommend to
our respective Governments the
adoption of the following conditions,
vis,

1stly—That the limits of the ju-
risdiction of all other rights what-
ever of the French Government
shall be as delineated in the annexed
plan, that is to say that the bound-
ary to the eastward shall be the
right bank of the Hooghly river
That the boundary to the southward
and westward shall be the excavation
commonly called the French ditch
That the boundary to the northward
shall be also the said French ditch,
or, where the ditch does not exist,

Samuel Wauchope du Service
Civil de la même Présidence

Robert Barclay Chapman du
même Service

Commissaires nommés par M le
Gouverneur General des provinces
et possessions anglaises de l'Inde

ET

Pierre Paul Damien Victorin
Duffaur de Gavardie, Juge Presi-
dent de 1ere instance

Emile Auguste Coët Morven,
Aide Commissaire de la Marine

Commissaires nommés par M le
Gouverneur des Etablissements
français dans l'Inde

D'après les constatations et veri-
fications aux quelles nous avons
procédé soit contradictoirement,
soit separement pour reconnaitre
quelles sont *de facto* les anciennes
limites du territoire français de
Chandernagor au Bengale

A défaut de documens suffisants
sur l'existence de ces limites telles
qu'elles ont pu être fixées par les
traites,

Sommes d'accord de proposer à
nos Gouvernemens respectifs l'adop-
tion de l'ensemble des conditions
suivantes, savoir

1 Que les limites de la juridis-
tion et de tout droit quelconque du
Gouvernement français seront selon
des indications du plan ci annexe,
à l'Est l'espace jusqu'on peut
s'étendre le mouillage des peniches
et bateaux du côté de la rive droite
,
,
,
2
ligne indiquée sur le plan ci annexe
par un liséré orange

the line indicated in the plan by an orange edging.

And, inasmuch at the last section of the boundary from the termination of the ditch to the bank of the river is very intricate and confused owing to the interspersion of the houses of the inhabitants of the two territories, therefore, in order to render the boundary as exact and clear as possible and thereto obviate all future disputes upon the point, it has been agreed that in the event of these propositions being definitively sanctioned, pillars of masonry or some other material shall be erected at a joint expense throughout the whole extent of the said portion of the boundary.

2ndly.—That, on the one hand, the Government of Bengal shall recognize the exclusive jurisdiction of the French Government over the whole of the territory included in the circuit above described,

3rdly.—That, on the other hand, the French Government shall relinquish to the Government of Bengal the jurisdiction which the former now exercises within portions of territory at Gawalpara Kontapookar—Jogipookar, Duplapate, Barassette, situate without the circuit above specified, and that this cession will include also the revenue or land rent, now collected by the French Government from the said land amounting annually to a sum of one hundred and eighty rupees, one ganda and a half (Co.'s Rupees 180-0-0.1½) as detailed in the Schedule which accompanies this Agreement.

4thly.—That on its side, the Government of Bengal will consent by way of compensation to relinquish

Et attendu que cette dernière limite depuis l'extrémité du fossé jusqu'à la rivière reste très confusée par le pêle-mêle des maisons des habitants des deux territoires, il a été convenu que si le présent projet d'échange recevait une sanction définitive il serait établi à frais communs, sur l'étendue de la ligne sus indiquée, des bornes en maçonnerie ou en toute autre matière à fin de rendre cette limite aussi précise et apparente que possible et de prévenir par ce moyen toutes contestations ultérieures sur ce point.

2. Que d'une part le Gouvernement du Bengale reconnaitra, comme appartenant exclusivement au Gouvernement français la juridiction sur tout le territoire compris dans les limites cidessus indiquées.

3. Que d'autre part le Gouvernement français cédera au Gouvernement du Bengale la juridiction sur les portions du territoire dépendant de Gawalpara, Cantapoucour, Jouquipoucour, Duplexipatty, Barassette et situées en dehors du fossé d'enceinte de Chandernagor, et que cette cession entraînera celle des revenus de rente foncière ou cazanas actuellement perçus par le Gouvernement français sur les dits terrains et s'élevant par an à une somme de cent quatre vingts rupies un ganda et demi (180 Rs. 1½ G.) d'après état détaillé joint au présent exposé de conditions.

4. Que de son côté, le Gouvernement du Bengale consentira, à titre de compensation à transférer

to the French Government the annual revenue of thirty-five rupees, fourteen annas, five gandas, now collected by the former, from that portion of the Government revenue Mehal of Digra which lies to the North of the French ditch at Tilnepara, and, further, to make a reduction of one hundred and forty-four rupees, one anna, sixteen gandas and a half (Co.'s Rupees 144 1-16½) in the annual rent of 3,520 Francs or about 1,466 rupees now paid to the Hooghly treasury by the French Government as representative of certain ancient Talookdars.

en la possession du Gouvernement français le revenu annuel de trente cinq rupies, quatorze anas, cinq gandas (35 Rs. 14 as 5 gs) que perçoit celui la sur des terrains en régie dependant du talouck de Digra, à Telenipara, situés au nord du fossé français et à diminuer d'une valeur de cent quarante quatre rupies un ana seize gandas et demi (144 Rs la 16½ g) le montant de la rente de 3,520 francs ou environ 1,466 rupies par année, que paie actuellement à la tresorerie d'Hougly, le Gouvernement de Chandernagor, considéré comme représentant de divers anciens Talouckdars

The preceding conditions translated into the two languages, English and French, have been drawn up and signed at Chandernagore, this fourth day of September, eighteen hundred and fifty-two.

Les conditions que précèdent traduites dans les deux langues anglaise et française ont été arrêtées et signées à Chandernagor le 4 Septembre 1852

(Sd) W. E. BAKER.

„ S WAUCHOPE.

„ R. B. CHAPMAN.

Acceptons, sauf la limite Est que nous estimons devoir être telle que nous l'avons indiqué en nos propositions.

(Signé) EM · COËT MORVEN.

„ GAVARDIE.

(Signé) PAUL GAVAROE

„ EM COET MORVEN

We agree to the propositions herein contained except that on the eastern side we consider the boundary of the French territory to extend no further than the right bank of the Hooghly River.

(Sd) W. E BAKER

„ S. WAUCHOPE.

„ R. B. CHAPMAN.

SCHEDULE OF VILLAGES, etc.

Name of Thana.	Name of Mehal.	Names of Ryots.	Area.			Jumma.	REMARKS.	
			Bs.	C.	Ch.			
Baraset	Baraset	Seroo Monee Dassee .	0	14	0	2	4	0
		Parbutty Shaha .	0	19	0	2	13	0
		Mooctaram Kaorah and his wife.	0	4	0	1	8	0
		Sheik Bucksoo .	0	14	0	1	1	0
		Conny Badoocur .	0	2	0	0	6	0
		Roheem Badoocur .	0	6	0	0	12	0
		Areep Sarang .	0	4	0	0	12	0
		Jagoola Ostagur .	0	7	0	1	5	0
		Ca-see Nauth Moochee and his wife.	0	9	0	0	15	0
		TOTAL .	3	19	0	11	12	0
Joogee Pookoor	Joogee Pookoor	Netye Tagore .	0	6	0	0	13	0
		Harakisto Siddanto .	0	3	0	0	6	0
		Jago Nauth Moozoomdar .	0	5	0	0	12	0
		Cassee Ram Soor .	0	4	0	0	6	10
		Ram Needhee Nundee .	0	2	0	0	6	0
		Radha Mohun Nye .	0	4	0	0	6	10
		Mudden Mohun Dula .	0	3	0	0	9	0
		Madhub Chunder Gyen .	0	5	8	0	10	0
		Sottakur Doss .	0	7	0	1	0	0
		Radha Nauth Kolea .	0	7	0	1	1	0
		Narain Doss .	0	2	0	0	6	0
		Tettoo Razee .	0	6	0	0	12	0
		Ram Soonda Patter .	0	9	12	0	13	0
		Groo Churn Nye .	0	2	0	0	6	0
		Ditto .	0	7	0	0	12	0
		Koobur Nye .	0	3	0	8	0	0
		Radha Mohun Nye .	0	2	0	0	6	0
		Dhurmo Doss Doss .	0	4	0	0	10	10
		Bydo Nath Doss .	0	3	0	0	8	0
		Luckhicanto Doss .	0	7	0	0	11	0
		Cassenaith Coloo .	0	4	0	0	12	0
		Ram Persaud Coloo .	0	5	0	0	10	0
		Bachoo Sen .	0	3	0	0	6	0
		Luchicant Dome .	0	5	0	0	6	0
		Ram Ki-hore Choonam .	0	6	0	0	12	0
		Gopal Choonaree .	0	6	0	0	14	0
		Bhoobun Choonaree .	0	5	0	0	9	0
		Kreepa Ram Choonaree .	0	2	8	0	4	10
		Bhreegha Choonaree .	0	2	8	0	4	10
		Andu am Choonaree .	0	2	0	0	6	0
		Manick Choonaree .	0	3	0	0	6	0
		Baucha Ram Choonaree .	0	2	8	0	6	0
		Koobar Choonaree .	0	3	0	0	7	0
		Preetram Choonaree .	0	5	0	0	13	0
		Bhrugoo Ram Choonaree .	0	3	8	0	13	10
		Huroa Payeek .	0	4	8	0	9	0
		Uckroor Payeek .	0	6	0	0	9	0

SCHEDULE OF VILLAGES, &c.

Name of Thana	Name of Mehāl	Names of Ryots	Area.			Jumma	REMARKS
			Bt	C	Ch		
Joogee Pookoor	Joogee Pookoor	Conoye S rdar	0	4	0	0 9 0	
		Mothoor and Groochurn S rdar	0	3	8	0 6 0	
		Bhoobhoo Moochee	0	3	8	0 6 0	
		Loke Na th Bundo	0	14	0	1 14 0	
		Ramd | Puod t	0	11	8	1 8 0	
		Neetye Taacor	0	16	0	2 4 0	
		Rame sur Pand t	0	10	0	1 2 0	
		Neetye Ta oor	0	14	0	2 0 0	
		Ramdhan Ghose	1	0	0	2 9 0	
		Go pee Chu n S rear	1	3	0	2 8 0	
		Doya Ram Newgee	0	10	0	1 4 0	
		By ub Chunder Dey	0	10	0	1 6 0	
		Seeboo Pe saud Nundee	1	0	0	2 7 0	
		Cos ee Nauth Nundee	0	18	0	2 0 0	
		Rorhoo Nauth Koar	0	14	0	2 0 0	
		Radha Mohun Nye	0	19	0	2 2 0	
		Cos ee Sattooaur Doss	0	14	0	2 0 0	
		Cos ee aod Radha Mohun Dass	0	11	0	1 9 0	
		Radha Mohun Nye	0	12	0	1 6 0	
		Gob nd Chunder Nye	0	8	0	1 2 0	
		Safulee Ram Nye	0	11	8	1 7 0	
		Radha Mohun Nye	0	6	0	0 6 0	
		Madhub Chunder Gaen	1	0	0	2 12 0	
		Dtto d t o	2	15	0	7 4 5	
		D t o d tto	1	10	0	3 0 0	
		Radha Mohun Nye	0	12	0	1 10 0	
		Tampo and Raghoo Koller	0	14	0	2 0 0	
		Sava Ram Doss	0	13	0	1 7 0	
		Bydo Nauth Koea	0	18	0	2 4 0	
		Bhrugoo Choonaree	0	6	0	1 6 10	
		Gopal Kaurah	1	7	0	3 11 0	
		TOTAL	30	2	0	81 10 15	
Natozah	Kata Pookoor	Goluck Chunder and Calla Chunder Doss	0	7	0	0 15 0	
		Ramdhan B swas	0	3	0	0 7 0	
		Dtto d tto	0	5	0	0 10 0	
		Goluck Chunder Newgee	0	3	8	0 8 0	
		Ram Mohun Paul	0	17	0	2 2 16 ³	
		Baucharam Sahah	0	6	8	1 0 10	
		Gopal Chunder Keorah	0	7	0	1 1 10	
		Neemy Doss	0	8	0	1 2 0	
		Bydonauth Ghose	0	8	0	1 2 0	
		f lokee and Ragoonauth Kuar	0	4	0	0 9 0	
		Soba ro Ram Paul	0	17	0	2 5 10	
		Mothoor Mohun Koar	0	9	0	1 5 7	
		Dtto d tto	0	4	4	0 11 10	
		Mothoor Mohun Seddassur and Goluck Chunder Koller	0	9	8	1 6 5	

SCHEDULE OF VILLAGES, etc.

Name of Thana.	Name of Mehal.	Names of Ryots.	Area.	Jumma.	REMARKS.
			<i>Bs. C. Ch.</i>		
Natooah	...	Kata Pookoor			
		Dacouree Koar	0 2 8	0 5 13	
		Gopal Chunder Koar	0 8 3	1 2 2½	
		Sumbho Chunder Koar	0 8 2	1 2 2½	
		Radho Paul Koar	0 8 0	0 14 0	
		Jeebun Koar	0 9 12	1 6 0	
		Ram Soonder Koar	0 7 0	1 4 0	
		Ditto ditto	0 10 0	1 6 0	
		Kulloohur Koar	0 3 0	0 8 0	
		Ditto ditto	0 4 4	0 11 10	
		Ram Chunder Koar	0 12 8	1 12 13½	
		Cartic and Jagonauth Koar	0 11 0	1 12 10	
		Colly Churn Koar	1 1 0	3 0 0	
		Ram Soondur and Siddassur Koar.	0 15 0	2 0 0	
		Gunesh Koar and Ram Poramanick.	0 7 12	1 3 10	
		Hulodhur Bundo	0 17 14	2 6 10	
		Ditto ditto	0 5 0	0 10 10	
		Cassee Nauth Roy	0 7 8	1 1 10	
		Moochee Ram Ghose	0 11 0	1 6 0	
		Ramdhun Moochee	0 4 0	0 9 0	
		Kishore Moochee	0 2 0	0 4 0	
		Calo Moochee, son of Bacharu Moochee.	0 8 0	1 2 0	
		Basoo Dil Moochee	0 7 0	1 0 0	
		Tiloke Moochee	0 2 0	0 4 0	
		Lucky Canto Moochee	0 2 0	0 4 0	
		Sattokur Manick	0 4 0	0 8 0	
		Jitto Moochee	0 6 0	2 1 0	
		Calla Chund Koar	0 2 0	0 4 0	
		Rughoonauth Moochee	0 4 0	0 8 0	
		Ditto ditto	0 2 0	0 4 0	
		Persaud Moochee	0 6 0	0 11 0	
		Ramchurn Moochee	0 2 0	0 6 0	
		Doyaram Moochee	0 2 0	0 5 0	
		Gour Sirdar	0 2 0	0 6 0	
		Nur Sing Haree	0 2 0	0 6 9	
		Subba Ram Bagdee	0 4 0	0 8 0	
		Issur Chunder Roy	0 2 0	0 5 0	
		Pores Bewar	0 1 0	0 3 0	
		Ram Mohun Paul	0 3 0	0 6 0	
		Sookul Moochee	0 5 0	0 7 10	
		Kurpoo Dass	0 5 0	0 13 0	
		Bachoo Dass	0 4 0	0 9 10	
		Jitto Ghose	1 13 0	3 14 0	
		Eugoban Ghose	0 5 0	0 10 0	
		Ditto Jalkur	...	0 14 0	
		Kisto Persaud Chowdry	8 19 0	3 0 0	
		Safulle Ram Sing	0 16 0	2 2 0	
		Comul Dass	0 17 0	1 8 0	
		Ram Persaud Soor	0 7 8	1 0 0	
		TOTAL	31 13 10	65 12 11½	

SCHEDULE OF VILLAGES, etc.

Name of Thana	Name of Mehal	Names of Ryots.	Area	Jumma.	REMARKS
			<i>Bs. C Ch.</i>		
Thana Beebur- বীহর	Dasspoor ...	Rassool Khan	0 11 0	1 8 0	
		Ramdhun Chuckerbutty	0 12 0	1 3 4	
		Joydeh Mullick	3 2 0	5 12 15	
		Diloo Mochulman	0 18 8	1 14 6	
		Moochee Khan	0 18 0	1 14 18gs	
		Issur Chunder Nayeek	0 1 4	0 3 0	
		Cosnyo Moochee	0 1 0	0 4 0	
		Narain Dass	0 4 0	0 6 0	
		Seikh Pachoo	0 3 0	0 4 0	
		Kader Hosein Surharukar	0 2 0	0 4 0	
		Seikh Pachoo			
		Dabee Mullick	0 1 0	0 9 8	
		Bhuruth Ruckhit	0 2 0	0 3 0	
		Sheikh Delanuod	0 5 8	0 9 12	
		Do Finoo Ostaghur	0 4 8	0 9 12	
		Do Assanoo	0 2 0	0 3 4	
		Naba Kartic Moochee	0 1 0	0 4 0	
		Gorah and Soobul Moochee	0 2 0	0 3 0	
		Jagote Chunder Doss	0 4 0	0 9 12	
		Lall Mohun Bytee	0 5 4	0 9 0	
		Mungul Moochee	0 5 0	0 8 0	
		Doorga Ram Moochee	0 2 0	0 7 0	
		Sooda Ram Moochee	0 2 0	0 2 10	
		My Armar	0 3 0	0 6 0	
		Jagote Chuoder Doss	0 18 0	2 3 0	
			9 16 0	20 12 15gs	
		For Baraset	3 19 0	11 12 0	
		Jogee Pookoor	30 2 0	81 10 5	
		" Kanta Pookoor	31 13 10	65 12 11½	
		" Dass Pookoor	9 16 0	20 12 15	
		TOTAL	75 10 10	180 0 1½	

(True translation)

(Sd.) R. B CHAPMAN,

Assistant Collector.

No. LXXXVIII.

CONVENTION of the SIXTEENTH JULY, 1884, CONCLUDED for five years, BEGINNING on the 1ST JANUARY 1884, REGARDING the CONVERSION into an ANNUAL PAYMENT of R3,000 of the RIGHTS in CONNECTION with the OPIUM TRADE RESERVED to the FRENCH GOVERNMENT by ARTICLE 6 of the CONVENTION of the 7th MARCH 1815.

CONVENTION du SEIZE JUILLET 1884, CONCLUE POUR UNE DURÉE de Cinq Ans, A PARTIR du 1^{re} JANVIER 1884, à l'effet de CONVERTIR en un PAYEMENT ANNUEL de R3,000 de le DROIT RÉSERVÉ au GOUVERNEMENT FRANÇAIS SUR le COMMERCE de L'OPIUM par L'ARTICLE 6 de la CONVENTION du 7^{me} MARS, 1815.

Between Monsieur Clement Thomas, Chef de Service at Chandernagore proceeding by special order of M. Grouhet, Governor of the French Establishments in India and acting in the name of the French Government,

Entre Monsieur Clément Thomas, Chef de Service de Chandernagor procédant avec l'autorisation spéciale de M. Grouhet, Gouverneur des Etablissements Français dans l'Inde et agissant au nom du Gouvernement Français, d'une part,

and

et

Mr. Charles Edward Buckland, on the part of the Government of India, the said Mr. C. E. Buckland having special authority for the purpose from His Excellency the Viceroy and Governor-General of India.

Monsieur Charles Edward Buckland, délégué du Gouvernement de l'Inde, et procédant avec l'autorisation spéciale de Son Excellence le Vice-Roi et Gouverneur-Général de l'Inde, d'autre part.

The following Agreement has been concluded :—

A été convenu ce qui suit :—

ARTICLE 1.

The French Government renounce their privilege reserved by Article 6 of the Convention of the 7th March 1815, entitling them to purchase annually at Calcutta 300 chests of opium at the average price obtained at the periodical sales of this article.

ARTICLE 1.

Le Gouvernement Français renonce au privilège à lui réservé par l'article 6 de la Convention du 7^{me} Mars 1815, pour l'achat à Calcutta de trois cents caisses d'opium par an au prix moyen des ventes périodiques de cet article.

ARTICLE 2.

The Government of India in exchange for this renunciation agree to pay to the French Administration at Chandernagore a sum of R. 3,000 per annum

ARTICLE 3

This payment will be made in moieties at the end of each six months, counting from the 1st January 1884

ARTICLE 4

The present Convention will remain in force for five years from the 1st January 1884.

ARTICLE 5.

The present Convention will require no ratification, and will be considered definitively concluded as soon as it has been signed by Messrs. Clement Thomas, Chef

Governments

Done at Chandernagore, in duplicate, on the sixteenth day of July eighteen hundred and eighty-four.

On behalf of the Government of India.

(Sd.) C. E. BUCKLAND

Le Chef de Service,

(Sd.) CLEMENT THOMAS.

ARTICLE 2.

Le Gouvernement de l'Inde en échange de cette renonciation, s'engage à payer à l'administration Française de Chandernagore une somme de trois mille roupies par an.

ARTICLE 3

Ce payement aura lieu par moitié de semestre en semestre, à terme echu à partir du 1re Janvier 1884.

ARTICLE 4.

La présente Convention aura une durée de cinq ans, à compter du 1re Janvier 1884

ARTICLE 5

La présente Convention, sans qu'il soit besoin d'aucunes autres ratifications, sera considérée comme définitivement conclue dès qu'elle aura été revêtue des signatures de MM. Clement Thomas, Chef de Service de Chandernagor, et C E Buckland, spécialement délégués à cet effet, par leurs Gouvernements respectifs.

Fait en double expédition à Chandernagor, le seize Juillet mil huit cent quatre-vingt quatre.

Le Chef de Service.

(Sd.) CLEMENT THOMAS.

On behalf of the Government of India.

(Sd.) C. E. BUCKLAND.

No. LXXXIX.

Opium Convention

Convention relative à l'opium.

Convention of the 27th December 1893 concluded for five years, begin-

Convention du 27 Décembre 1893, conclue pour

NO. LXXXVIII.

CONVENTION of the SIXTEENTH JULY, 1884, CONCLUDED for five years, BEGINNING on the 1ST JANUARY 1884, REGARDING the CONVERSION into an ANNUAL PAYMENT of R3,000 of the RIGHTS in CONNECTION with the OPIUM TRADE RESERVED to the FRENCH GOVERNMENT by ARTICLE 6 of the CONVENTION of the 7th MARCH 1815.

Between Monsieur Clément Thomas, Chef de Service at Chandernagore proceeding by special order of M. Grouhet, Governor of the French Establishments in India and acting in the name of the French Government,

and

Mr. Charles Edward Buckland, on the part of the Government of India, the said Mr. C. E. Buckland having special authority for the purpose from His Excellency the Viceroy and Governor-General of India.

The following Agreement has been concluded :—

ARTICLE I.

The French Government renounce their privilege reserved by Article 6 of the Convention of the 7th March 1815, entitling them to purchase annually at Calcutta 300 chests of opium at the average price obtained at the periodical sales of this article.

CONVENTION du SEIZE JUILLET 1884, CONCLUE POUR UNE DURÉE de Cinq Ans, A PARTIR du 1^{re} JANVIER 1884, à l'effet de CONVERTIR en un PAYEMENT ANNUEL de R3,000 de le DROIT RÉSERVÉ au GOUVERNEMENT FRANÇAIS SUR le COMMERCE de L'OPIUM par L'ARTICLE 6 de la CONVENTION du 7^{me} MARS 1815.

Entre Monsieur Clément Thomas, Chef de Service de Chandernagor procédant avec l'autorisation spéciale de M. Grouhet, Gouverneur des Etablissements Français dans l'Inde et agissant au nom du Gouvernement Français, d'une part,

et

Monsieur Charles Edward Buckland, délégué du Gouvernement de l'Inde, et procédant avec l'autorisation spéciale de Son Excellence le Vice-Roi et Gouverneur-Général de l'Inde, d'autre part.

A été convenu ce qui suit :

ARTICLE 1.

Le Gouvernement Français renonce au privilège à lui réservé par l'article 6 de la Convention du 7 Mars 1815, pour l'achat annuel au prix moyen des ventes publiques de cet article.

ARTICLE 2

The Government of India in exchange for this renunciation agree to pay to the French Administration at Chandernagore a sum of R. 3,000 per annum

ARTICLE 3

This payment will be made in moieties at the end of each six months, counting from the 1st January 1884

ARTICLE 4

The present Convention will remain in force for five years from the 1st January 1884

ARTICLE 5.

The present Convention will require no ratification, and will be considered definitively concluded as soon as it has been signed by Messrs Clement Thomas, Chef de Service at Chandernagore, and C E Buckland, specially delegated for the purpose by their respective Governments

Done at Chandernagore, in duplicate, on the sixteenth day of July eighteen hundred and eighty-four

On behalf of the Government of India

(Sd.) C E. BUCKLAND

Le Chef de Service,

(Sd) CLEMENT THOMAS.

ARTICLE 2.

Le Gouvernement de l'Inde en échange de cette renonciation, s'engage à payer à l'administration Française de Chandernagore une somme de trois mille roupies par an.

ARTICLE 3

Ce payement aura lieu par moitié de semestre en semestre, à terme échu à partir du 1^{re} Janvier 1884.

ARTICLE 4

La présente Convention aura une durée de cinq ans, à compter du 1^{re} Janvier 1884

ARTICLE 5

La présente Convention, sans qu'il soit besoin d'aucunes autres ratifications, sera considérée comme définitivement conclue dès qu'elle aura été revêtue des signatures de MM. Clement Thomas, Chef de Service de Chandernagor, et C E Buckland, spécialement délégués à cet effet, par leurs Gouvernements respectifs

Fait en double expédition à Chandernagor, le seize Juillet mil huit cent quatre-vingt quatre.

Le Chef de Service.

(Sd) CLEMENT THOMAS.

On behalf of the Government of India.

(Sd) C. E. BUCKLAND.

No. LXXXIX.

Opium Convention

Convention of the 27th December 1893 concluded for five years, begin-

Convention relative à l'opium

Convention du 27 Décembre 1893, conclue pour une durée de

ARTICLE III

The French Administration agree to impose on the farmer licensed to sell opium at Chandernagore, the obligation not to introduce into that Settlement for consumption or for any other purpose, or to possess or to export or to sell at his shops, any opium other than that manufactured on ac

by the said Government to their farmer or agents authorized to sell this product on English territory adjoining Chandernagore

The French authorities will use their power to prevent any contravention of this obligation by the farmer or by any other person whether through importation of foreign opium by sea or through any other means

The French authorities further engage generally to use their power in the prevention of traffic whether import or export between Chandernagore and British territory in any opium but that which has been brought from the Hooghly Collectorate

ARTICLE IV

All contraband opium seized in French territory shall be handed over to the Collector of Hooghly on payment of its value, which shall be calculated at the same rate as is allowed in British India in making payments of the value of confiscated opium to any one who has contributed to the seizure of the drug

ARTICLE III

L'Administration Française consent à imposer au fermier chargé de la vente de l'opium à Chandernagor, l'obligation de n'introduire dans cet Etablissement pour consommation ou pour tout autre but ou de n'avoir ou exporter, ou vendre dans sa boutique autre opium que celui manufacturé pour le compte du Gouvernement Anglais et fourni par le Collectorat d'Hooghly au même prix que l'opium admis par le dit Gouvernement à son fermier ou à ses agents autorisés à vendre ce produit sur le territoire Anglais avoisinant Chandernagore

Les Autorités Françaises useront de leur pouvoir de prévenir toute contravention à cette obligation par le fermier ou par toute autre personne soit au moyen d'importation de l'opium étranger par mer ou par tout autre moyen

Les Autorités Françaises s'engagent généralement à user de leur pouvoir d'empêcher de trafiquer soit dans l'importation soit dans l'exportation entre Chandernagore et le territoire Anglais tout autre opium que celui qui a été introduit du Collectorat d'Hooghly

ARTICLE IV

Tout opium de contrebande saisi sur le territoire Française sera livré

à la valeur de l'opium confisqué à celui qui a contribué à la saisie de cette manière

ARTICLE V.

As compensation for the loss which the obligation imposed on the French farmer may cause to the local budget of the French Settlements in India the English Government engage to pay to the Administration of Chandernagore annually and in two instalments an indemnity fixed, at a round sum, at two thousand rupees.

ARTICLE VI.

The payments mentioned above in Articles II and V will both be made in moieties at the end of each six months counting from the 1st January 1894.

ARTICLE VII.

The present Convention shall have a duration of five years to be calculated from the 1st January 1894.

ARTICLE VIII.

The present Convention shall, without requiring any other ratification, be considered to be definitely concluded, for a period of five years to be calculated from the first of January 1894, as soon as it shall have been signed by Monsieur G. Aubry Lecomte, Principal Administrator of Chandernagore, and Mr. A. W. B. Power, Commissioner of Burdwan, specially delegated for this purpose by their respective Governments.

Done at Chandernagore in duplicate on the twenty-seventh December one thousand eight hundred and ninety-three.

A. W. B. POWER.

ARTICLE V.

En compensation du préjudice que l'obligation imposée au fermier Français peut occasionner au budget local des Etablissements Français dans l'Inde, le Gouvernement Anglais s'engage à payer annuellement et en deux termes à l'Administration de Chandernagor, une indemnité fixée à forfait à deux mille roupies.

ARTICLE VI.

Les deux paiements déjà cités dans les Articles II et V auront lieu par moitié, de semestre en semestre, à terme échu à partir du 1^{er} Janvier 1894.

ARTICLE VII.

La présente Convention aura une durée de cinq ans à compter du 1^{er} Janvier 1894.

ARTICLE VIII.

La présente convention sans qu'il soit besoin d'aucune autre ratification, sera considérée comme définitivement conclue pour une période de cinq ans à compter du premier Janvier 1894 dès qu'elle aura été revêtue des signatures de Monsieur G. Aubry-Lecomte, Administrateur Principal de Chandernagor et Monsieur A. W. B. Power, Commissaire de Burdwan, spécialement délégués à cet effet par leurs Gouvernements respectifs.

Fait en double expédition à Chandernagor, le vingt-sept Décembre mil huit cent quatre-vingt treize.

G. AUBRY-LECOMTE.

No. XC.

OPIUM CONVENTION.

CONVENTION RELATIVE A
L'OPIMUM.

CONVENTION of the 18th March 1905 concluded for two years, beginning on the 1st January, 1905, regarding the conversion into an annual payment of three thousand rupees of the rights in connection with the opium trade reserved to the French Government by Article 6 of the Convention of the 7th March, 1815, and for the purpose of preventing the introduction of contraband opium into Chandernagore

Between Mr Victor Bernard, Administrator of Chandernagore, proceeding by special order of the Governor of the French settlements in India, and acting in the name of the French Government, on the one part,

And Mr Walsh, Officiating Commissioner of the Burdwan Division, on the part of the Government of India, the said Mr. Walsh having special authority for the purpose from His Excellency the Viceroy and Governor-General of India, on the other part, the following agreement has been concluded

ARTICLE I

The French Government renounce their privilege reserved by Article 6 of

at the average price obtained at the periodical sales of this article

CONVENTION du 18 Mars, 1905 conclue pour une durée de deux ans partir du 1er Janvier, 1905, à l'effet de convertir en un paiement annuel de trois mille roupies le droit réservé au Gouvernement Français sur le Commerce de l'opium par l'Article 6 de la Convention du 7 Mars, 1815 et en vue de prévenir l'introduction frauduleuse de l'opium à Chandernagor—

Entre Monsieur Victor Bernard, Administrateur de Chandernagor procédant avec l'autorisation spéciale de M le Gouverneur des Etablissements Français dans l'Inde et agissant au nom du Gouvernement Français, d'une part,

Et Monsieur Walsh, faisant fonctions de Commissaire de la Division de Burdwan délégué du Gouvernement de l'Inde et procédant avec l'autorisation spéciale de Son Excellence le Vice-roi et Gouverneur Général de l'Inde d'autre part, a été convenu ce qui suit,

ARTICLE I

Le Gouvernement Français renonce au privilège à lui réservé par l'Article 6 de la Convention du 7 Mars 1815 pour l'achat de trois cents caisses d'opium par an, au prix moyen des ventes périodiques de cet article.

ARTICLE II.

The Government of India, in exchange of this renunciation, agree to pay to the French Administration at Chandernagore a sum of three thousand rupees per annum.

ARTICLE II.

Le Gouvernement de l'Inde, en échange de cette renonciation, s'engage à payer à l'Administration Française de Chandernagor, une somme de trois mille roupies par an.

ARTICLE III.

The French Administration agree to impose on the farmer licensed to sell opium at Chandernagore, the obligation not to introduce into that settlement for consumption or for any other purpose, or to possess, or to export, or to sell at his shops, any opium other than that manufactured on account of the English Government and supplied from the Hooghly Collectorate at the same price as the opium allowed by the said Government to their farmer or agents authorised to sell this product on English territory, adjoining Chandernagore.

ARTICLE III.

L'Administration Française consent à imposer au fermier chargé de la vente de l'opium à Chandernagor l'obligation de n'introduire dans cet Etablissement, pour consommation ou pour tout autre but, ou de n'avoir ou exporter ou vendre dans sa boutique autre opium que celui manufacturé le pour compte du Gouvernement Anglais et fourni par le Collectorat d'Hoogly au même prix que l'opium admis par le dit Gouvernement à son fermier ou à ses agents autorisés à vendre ce produit sur le territoire Anglais avoisinant Chandernagor.

The French authorities will use their power to prevent any contravention of this obligation by the farmer or by any other person whether through importation of foreign opium by sea or through any other means.

Les Autorités Françaises useront de leur pouvoir de prévenir toute contravention à cette obligation par le fermier ou par toute autre personne, soit au moyen d'importation de l'opium étranger par mer ou par tout autre moyen.

The French authorities further engage generally to use their power in the prevention of traffic, whether import or export, between Chandernagore and British territory, in any opium but that which has been brought from the Hooghly Collectorate.

Les Autorités Françaises s'engagent généralement à user de leur pouvoir d'empêcher de trafiquer soit dans l'importation, soit dans l'exportation entre Chandernagor et la territoire Anglais tout autre opium que celui qui a été introduit du Collectorat d'Hoogly.

ARTICLE IV.

All contraband opium seized in French territory shall be handed over to the Collector of Hooghly on payment of its value, which shall be calculated at the same rate as is allowed in British India in making payments of the value of confiscated opium to any one who has contributed to the seizure of the drug

ARTICLE V

As compensation for the loss which the obligation imposed on the French farmer may cause to the local budget of the French Settlements in India, the English Government engage to pay to the Administration of Chandernagore annually and in two instalments, an indemnity fixed at a round sum at two thousand rupees.

ARTICLE VI

The payments mentioned above in Articles II and V will both be made in moieties, at the end of each six months, counting from the 1st January, 1905

ARTICLE VII

The present Convention shall have a duration of two years, to be calculated from the 1st January, 1905

ARTICLE VIII

The present Convention shall, without requiring any other ratification, be considered to be definitely concluded for a period of two years to be calculated from the 1st January 1905, as soon as

ARTICLE IV.

Tout opium de contrebande saisi sur le territoire Français sera livré au Collecteur d'Hooghly contre paiement de sa valeur calculé sur le même taux que celui accordé dans l'Inde Britannique en paiement de la valeur de l'opium confisqué à celui qui a contribué à la saisie de cette matière

ARTICLE V

En compensation du préjudice que l'obligation imposée au fermier Français peut occasionner au budget local des Etablissements Français dans l'Inde, le Gouvernement Anglais s'engage à payer annuellement et en deux termes à l'Administration de Chandernagor une indemnité fixée à forfait à deux mille roupies

ARTICLE VI

Les deux paiements déjà cités dans les Articles II et V auront lieu par moitié de semestre en semestre, à terme échu, à partir du 1er Janvier 1905

ARTICLE VII

La présente Convention aura une durée de deux ans à compter du 1er Janvier 1905

ARTICLE VIII

La présente Convention, sans qu'il soit besoin d'aucune autre ratification, sera considérée comme définitivement conclue pour une période de deux ans à compter du 1er

it shall have been signed by Mr. Victor Bernard, Administrator of Chandernagore, and Mr. Walsh, Officiating Commissioner of the Burdwan Division, specially delegated for this purpose by their respective Governments.

Done at Chandernagore in duplicate on the 18th March, 1905.

V. BERNARD.

E. H. WALSH

Janvier 1905, dès qu'elle aura été revêtue des signatures de Monsieur Victor Bernard, Administrateur de Chandernagor, et Monsieur Walsh, faisant fonctions de Commissaire de la Division de Burdwan spécialement délégués à cet effet par leurs Gouvernements respectifs.

Fait en double expédition, à Chandernagor, le 18 Mars, 1905.

V. BERNARD.

E. H. WALSH.

II.—KUCH BEHAR.

The Rajas of Kuch Behar probably belong to the non Aryan tribe of Koch, a people of Tibetan or Dravidian origin, now largely scattered on the North-Eastern Frontier. More than three centuries ago two brothers named *Bisu Singh* and *Sisu Singh* established by their conquests a principality in the North Eastern part of India. The former is the immediate ancestor of the Rajas and of the Nazir Deos, or Ministers, of Kuch Behar. *Bisu Singh's* son, *Nar Narayan*, extended his sway eastwards over Lower Assam, and at this time the Koch territories must have embraced the greater part of the *Dinajpur*, *Rangpur*, and other districts, once forming the Aryan kingdom of *Kamrup*, which the Afghan King of Bengal overthrew in 1489. About 1603 the Moghal armies greatly encroached on the little State of Behar until at about the beginning of the eighteenth century the Raja's dominions were reduced to their present limits.

The British Government came in contact with Kuch Behar in 1772. The Bhutanese, whose trade with Bengal was carried on through the countries occupied by the Koch Chiefs, appear to have always maintained a connection with Kuch Behar, and to have occasionally interfered in its affairs. Some years previous to 1772 the then Raja of Kuch Behar, *Dhairjendra Narayan*, who had a dispute regarding succession with his brother *Ram Narayan*, deprived the latter of the appointment of Minister. *Ram Narayan* appealed to the Bhutanese and was re-instated by them. *Ram Narayan* was, however, subsequently put to death by the Raja, whom the Bhutanese then carried off to the hills, appointing his brother, *Rajendra Narayan*, as Raja in his place. On the death of *Rajendra Narayan* shortly afterwards the Nazir Deo set up *Dharendra Narayan*, son of *Dhairjendra Narayan*, as Raja. The Bhutanese had on their side appointed to the gadi *Brajendra Narayan*, the son of the captive Raja's elder brother, each party proceeded to support their nominee, and the Nazir Deo, being worsted and driven out of the country, applied to the East India Company for aid. This was granted after the Nazir Deo had in 1773 concluded, in the name of *Dharendra Narayan*, a Treaty (No XCI) by which the Raja agreed to acknowledge subjection to the British Government, to allow the Kuch Behar country to be annexed to Bengal, and to make over to the British Government one-half of the annual revenues of Kuch Behar for ever. The other moiety he was to retain on condition of remaining firm in his allegiance to the British Government, who, on the other hand, bound themselves to assist the Raja with troops whenever he might require them.

for the defence of the country, the Raja bearing the expense. Captain Jones, with a small force of sepoy, then proceeded to Kuch Behar, dispossessed the Bhutanese, and pursuing them to the hills compelled them to make terms with the British Government. A Treaty (see Vol. II, Bhutan) was concluded with Bhutan in 1774, and, agreeably to one of its articles, Raja Dhairjendra Narayan was released from confinement. Though in 1776 a Sanad (No. XCII) was granted to Raja Dhairjendra Narayan conferring on him the zamindari of Kuch Behar, he did not re-assume the government of the State until the death of his son, Dharendra Narayan, which occurred in 1780. Raja Dhairjendra Narayan died in 1783, and was succeeded by his son, Harendra Narayan, an infant. Disturbances ensued, and in 1788 two Commissioners were sent to conduct a local enquiry, and on receipt of their report a British Commissioner was appointed to the management of the State. The Raja came of age in 1800, and the Commissioner was withdrawn. As, however, the Raja could not manage the affairs of the State, Commissioners were re-appointed in 1802, and again in 1805, 1813, and 1817, to supervise the administration. The British Government, however, decided in February 1816 to abstain from all interference, except in the form of advice and representation, in the unlimited management of the affairs of the State, and to restrict the powers of the Commissioner to the exercise of diplomatic functions only. These powers eventually devolved on the Governor-General's Agent, North-East Frontier. Harendra Narayan died at Benares in 1839. Shivendra Narayan, a natural son of the deceased Raja, was then placed upon the gadi. Before his death he adopted one of his brother's sons named Narendra Narayan, who succeeded him in 1847. Narendra Narayan being at this time about four years old, the State was governed by Brajendra Narayan Kumar, brother of the late Raja, as Regent. He died in 1857, and the two widows of Raja Shivendra Narayan undertook the management of affairs. In 1862 Raja Narendra Narayan received a Sanad (No. XCIII) guaranteeing to him the right of adoption. He died in August 1863, in the twentieth year of his age, and was succeeded by his son, Nripendra Narayan, who was born on the 4th October 1862.

In 1873 a question arose as to whether Kuch Behar should be designated a "State", an "Estate", or a "Raj"; the decision was that the designation "State," which had been used in the adoption Sanad granted to the Raja of Kuch Behar by Lord Canning, should remain unaltered. Kuch Behar now therefore bears the designation "State."

During the present Maharaja's minority the State was managed by the Commissioner of Kuch Behar and Rajsabai, and an officer, corresponding in position to a Deputy Commissioner of a non regulation district in British territory, was in immediate charge. The State and its people prospered remarkably during the British administration. The annual revenue demand on all accounts increased from Rs 3 37 025 to Rs 11,26,343, the British rupee was made the legal tender in the State, an improved system of land settlement and the general principles of administration in force in British districts were introduced, without interfering with any special local customs and traditions, subdivisions were established, the police were re-organised, numerous schools were opened, the postal department was placed under the Post-Master General of Bengal, a line of telegraph was carried through the State considerable sums were spent on roads, bridges, and public offices, and large savings in Government securities were made over to the Maharaja on his installation.

In 1878 Nripendra Narayan married the eldest daughter of Babu Keshab Chandra Sen of Calcutta. In February 1880 he was made a Maharaja Bahadur, and came of age in 1883, when he was installed as a Ruling Chief.

In June 1884 His Excellency the Viceroy and Governor-General granted a sanad declaring hereditary the title of Maharaja Bahadur, which had been conferred in 1880 upon Nripendra Narayan, and authorizing the assumption of this style by future rulers on the formal recognition by the Government of their succession. The Maharaja's assumption of the distinctive titles of 'His Highness' and 'Bhup Bahadur,' by which designations he is to be addressed in all official correspondence, were also sanctioned, the latter title, which is an old family distinction was thus formally recognised.

In 1887, on the occasion of the Jubilee of the late Queen Empress, Maharaja Nripendra Narayan visited England, accompanied by the Maharani. On the 18th May 1887 the Maharani was appointed a Member of the Order of the Crown of India. On the 29th July of the same year the Maharaja was made an Honorary Lieutenant-Colonel of the 6th Regiment of Bengal Cavalry, and on the 23rd February 1888 the decoration of Knight Grand Commander of the Indian Empire was conferred on him. The Maharaja served in the Tirah expedition of 1897-98 on the personal staff of General Yeatman-Biggs, and was present at the action of Dargai and Samana. In

recognition of his services he was created a Companion of the Order of the Bath. He also volunteered for service in South Africa, but Government were unable to avail themselves of the offer. On the 11th January 1902 he was appointed an Honorary Aide-de-Camp to His Majesty the King-Emperor, and in that capacity he attended His Majesty's Coronation in the same year. On the same date he was given the honorary rank of Colonel. He was present at the Imperial Darbar held at Delhi on the 1st January 1903. The Maharaja's eldest son and heir, Maharaj-Kumar Raj Rajendra Narayan was born in 1882, and was educated at Eton and Christ Church, Oxford. He was granted the honorary rank of Lieutenant in the Army in 1902, and joined the Imperial Cadet Corps in July 1903.

When the Maharaja attained his majority in 1883, the Government of India consented to his request that the services of the officer, who had been in charge of the State during his minority, might be retained by him as Manager of the State. Ever since that date this post has been continued by the Maharaja and filled by officers lent to him by Government. In 1885 the Manager was appointed, under Section 6, Act XXI of 1879, to be a Justice of the Peace for the territory of Kuch Behar, with powers to commit to the Sessions Court, Rangpur. In 1899, however, the Court to which he was to commit cases was changed to the High Court, Calcutta.

In 1885 the Commissioner of Rajshahi had been given the powers of a Political Agent for the State, under Chapters IV and V of Act XXI of 1879. On the transfer of the Rajshahi Division to the Province of Eastern Bengal and Assam in 1905, the Commissioner of Bhagalpur was appointed Political Agent.

In 1894 a narrow-gauge railway was constructed connecting Kuch Behar with the Eastern Bengal Railway system at Mogalhat. It was afterwards extended to the boundaries of the State, and then by Government to the foot of the Bhutan Hills on the Western Duars in the Jalpaiguri district. The line has been managed by the Eastern Bengal State Railway Administration in accordance with an Agreement (No. XCIV) entered into in 1903, between the Secretary of State for India and the Maharaja. The agreement expired on the 31st December 1905, and its renewal is under consideration.

In 1899 the Maharaja ceded jurisdiction of every kind over the lands in his State which are, or may hereafter be occupied by the Bengal Duars Railway (No XCV). In 1901 a similar cession was made in respect of the lands required in the Kuch Behar State for the Eastern Bengal State Railway (No XCVI).

The Maharaja is assisted in the government of his State by a Council of which he is the President. The Superintendent of the State is Vice-President, and the Diwan and the Civil Judge are Members.

The State pays a tribute of Rs 67,700 15 0. This amount was permanently fixed in 1780.

The area of the State is 1,307 square miles and the population, as ascertained by the census of 1901, is 566,974. A land revenue settlement was concluded during the minority of the present Maharaja terminable in 1883-84, and extended by him to 1888-89, when a re settlement was made for a period of 30 years, by which an increase of more than 2½ lakhs was obtained. The revenue from all sources for 1905-06 was Rs 24 15 679, which includes the income from the estates owned by the Maharaja in British territory.

The State maintains (1905) a military force of 13 cavalry, 174 infantry, 7 artillery men, 4 serviceable guns, and 100 armed police.

The Maharaja receives a salute of 13 guns, which was finally approved in Her Majesty's Order in Council of the 26th June 1867.

The State is liable to the nazarana rules.

No. XCI.

TREATY with the RAJAH of COOCH BEHAR.

ARTICLES of TREATY between the HONORABLE EAST INDIA COMPANY and DURRINDER NARAIN, RAJAH of COOCH BEHAR,—1773.

Durrinder Narain, Rajah of Cooch Behar, having represented to the Honorable the President and Council of Calcutta the present distressed state of the country, owing to its being harassed by the neighbouring independent Rajahs, who are in league to depose him, the Honorable the President and Council, from a love of justice and desire of assisting the distressed, have agreed to send a force, consisting of four Companies of Sepoys and a field piece for the protection of the said Rajah and his country against his enemies, and the following conditions are mutually agreed on:—

1st.—That the said Rajah will immediately pay into the hands of the Collector of Rungpoor 50,000 Rupees, to defray the expenses of the force sent to assist him.

2nd.—That if more than 50,000 Rupees are expended, the Rajah will make it good to the Honorable the English East India Company, but in case any part of it remains unexpended that it be delivered back.

3rd.—That the Rajah will acknowledge subjection to the English East India Company upon his country being cleared of his enemies, and will allow the Cooch Behar country to be annexed to the Province of Bengal.

4th.—That the Rajah further agrees to make over to the English East India Company one-half of the annual revenues of Cooch Behar for ever.

5th.—That the other moiety shall remain to the Rajah and his heirs for ever, provided he is firm in his allegiance to the Honorable United East India Company.

6th.—That in order to ascertain the value of the Cooch Behar country, the Rajah will deliver a fair hustabood of his district into the hands of such person as the Honorable the President and Council of Calcutta shall think proper to depute for that purpose, upon which valuation the annual malguzary, which the Rajah is to pay, shall be established.

7th.—That the amount of the malguzary, settled by such person as the Honorable the East India Company shall depute, shall be perpetual.

8th.—That the Honorable English East India Company shall always assist the said Rajah with a force when he has occasion for it for the defence of the country, the Rajah bearing the expense.

9th.—That this Treaty shall remain in force for the space of two years, or till such time as advices may be received from the Court of Directors, empowering the President and Council to ratify the same for ever.

This Treaty signed, sealed, and concluded by the Honorable the President and Council at Fort William, the fifth day of April 1773, on the one part, and by Durrinder Narain, Rajah of Cooch Behar, at Behyar Fort, the 6th Maug 1179 Bengal style, on the other part.

No XCII.

TRANSLATION of a SUNNUD under the seal of the HON'BLE ENGLISH COMPANY, dated the 13th of February 1776 A D , corresponding with the 4th of Fagoon 1182 Bungla, and the 22nd of Zilhjeh of the 17th year of His Majesty's reign.

Be it known to all mutsuddies at present holding important trusts or who may be hereafter appointed thereto, and to all kanongoos and moqudums and ryots and cultivators and other inhabitants and natives of Surkar Cooch Behar, in the Soubah of Bengal, the paradise of countries, that as the orders of the gentlemen in Council have been issued, that a Sunnud for the zemindaree of the above Surkar should be granted to Dhu under Narain,

pay the peshcush of Gov
rder, the office of zemindar
Durrinder Narain, has been

granted, confirmed to, and bestowed upon Dhu under Narain that observing the duties and usages of the office and the rule, of the truth and dignity, he depart not in the minutest particular from a vigilant and prudent conduct, ab
tants, his
utmos the

improvement of the revenue He must further pay great attention in expelling and punishing offenders, so that the least vestige of thieves and robbers may not be found within his limits and take particular care of the highways so that travellers and strangers may go and come with perfect confidence and safety God forbid that the property of any one should be stolen or plundered but should such a case occur, he must seize the thieves or robbers and the property, delivering up the goods to the owner and the offenders to justice, and if he cannot find (the thieves and the goods), he must answer for the party himself He must also take care that no one indulge in forbidden practices within his limits He must pay the revenue, regularly year after year at the stated period, and at the end of the year according to custom, he will receive credit for his payments He will further abstain from the collection of all exactions or (sic) forbidden by Government You are hereby required to acknowledge the above person as zemindar of the above Surkar, and to consider him as vested with the powers and appendages thereof On this point paying the strictest obedience, you will act as above directed

On the 17th of February 1776 A D , corresponding with the 8th Fagoon 1182 Bungla, and the 26th of Zilhjeh in the 17th year of His Majesty's reign, the copy was received in the Dufter

(True translation)

(Sd) D SCOTT,

Commissioner

1810.

No. XCIII.

SUNNOD granted to the RAJAH of COOCH BEHAR.—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, the adoption by yourself and future Rulers of your State of a successor according to Hindoo law and the customs of your race will be recognized and confirmed.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, grants, or engagements which record its obligations to the British Government.

(Sd.) CANNING.

Dated 11th March 1862.

No XCIV.

AGREEMENT between the SECRETARY of STATE in COUNCIL for INDIA and HIS HIGHNESS the MAHARAJAH of COOCH BEHAR, for the working of the Cooch Behar State Railway by the Eastern Bengal State Railway Administration.

1. The Eastern Bengal State railway shall maintain and work the Cooch Behar State railway under this agreement for a period of five years from 1st January 1901, and shall have the entire control of the trains and traffic arrangements, appoint all necessary staff, and provide all necessary labour and materials for the proper and efficient maintenance and working of the railway. For the performance of this work the Eastern Bengal State railway will receive 40 per cent. of the gross earnings, the balance 60 per cent. of the gross earnings to be made over to His Highness the Maharajah as soon as possible after the half-yearly accounts are rendered at the close of each half-year; provided that when the stock of the Eastern Bengal State railway is used for the conveyance of any traffic on the Cooch Behar State railway the Eastern Bengal State railway will receive and retain up to, but not exceeding, 45 per cent. of the gross earnings obtained from the use of such stock.

2. The sum of 40 per cent. of the gross earnings will cover the cost of Revenue New Minor Works up to the limit of Rs. 30 per mile per annum and also the cost of the supervision of Capital Works when no extra establishment is entertained beyond that employed in the ordinary maintenance of the line. When additional establishment is required for the supervision of Capital Works, the actual cost of such establishment will be provided in the estimates in accordance with the practice on the Eastern Bengal State railway.

3. Out of the sum of 40 per cent. of the gross earnings, the Eastern

Bengal State railway shall meet the charges levied by the Telegraph Department for telegraph wires and instruments supplied to the Cooch Behar State railway

State railway rules for working the telegraph lines and for the issue of free passes will be observed as heretofore

Behar Durhar and the
ment shall be direct, any
the Government of India.
er of the Eastern Bengal
aties with respect to the

Cooch Behar State railway as are entrusted to him with respect to the Eastern Bengal State railway

5 The Cooch Behar State railway shall be subject in all respects to the same control by the Government of India as the Eastern Bengal State railway

6 Any additions or alterations to the works, rolling stock, plant or furniture of the Cooch Behar State railway the cost of which are not chargeable under paragraph 2 which may be required for the due completion and equipment of the line, or which may from time to time be found necessary shall be carried out by or at the cost of His Highness the Maharajah. The incidence of charge whether to Capital or Revenue will be governed by the same rules as obtain on the Eastern Bengal State railway

7 The Eastern Bengal State railway shall be responsible for the collection of all the revenue appertaining to the Cooch Behar State railway and shall pay the same into the Government treasuries as may be found convenient

8 The Eastern Bengal State railway shall furnish the Cooch Behar earnings of the Cooch each half year with an

9 The Eastern Bengal State railway shall during the currency of this agreement have full control over the rates and fares on the Cooch Behar State railway subject to the maxima and minima prescribed by the Government of India which are exhibited in Schedule A attached to this agreement

10 Schedule B attached to this agreement shows the mileage for from the 1st January 1901 until After the date of opening of Schedule C will apply

11 Through goods rates shall be the sum of the local rates but in special cases a lower through rate may be charged if considered desirable by the Eastern Bengal State railway division being ordinarily made on a mileage proportion after deducting the terminals—

(1) The rates charged to the Cooch Behar State railway for carriage of all stores and materials for Capital and Revenue respectively, shall be the same as charged Bengal State railway for similar services,

- (2) For conveyance of mails over the Cooch Behar State railway charges shall be made to the Postal Department in accordance with the rules in force on State railways.

12. The cost of the police force required for the maintenance of law and order on the Cooch Behar State railway shall be borne by His Highness the Maharajah and recovered from the earnings due to the Cooch Behar State railway.

13. The Indian Railways Act (IX of 1890), already introduced into the State by the Council notification of the 20th March 1894, and the standing regulations of the Eastern Bengal State railway as approved by the Governor General in Council under the Indian Railways Act (IX of 1890), shall apply to the Cooch Behar State railway. The above Act and regulations shall constitute the law in force on the Cooch Behar State railway under which offences and actions affecting the Eastern Bengal State railway or their servants shall be tried; all such offences shall be tried by duly constituted Magistrates appointed by His Highness the Maharajah, subject to appeal to higher authorities, and all railway servants employed on the Cooch Behar State railway shall have the protection enjoyed by British subjects.

Manager.

CALCUTTA:

The 190 . . .

(Here follow Schedules A, B, and C.)

No. XCV.

AGREEMENT entered into by the MAHARAJA of COOCH BEHAR, regarding the cession of jurisdiction over the lands required in the COOCH BEHAR STATE for the BENGAL-DOOARS RAILWAY,—1899.

I, Nripendra Narayan Bhup, Maharaja of Cooch Behar, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State, which are, or may hereafter be, occupied by the Bengal-Dooars Railway, (including all lands occupied for stations, for out-buildings and for other railway purposes) and over all persons and things whatsoever within the said lands.

THE PALACE, COOCH BEHAR; }

The 20th of June 1899.

NRIPENDRA N. BHUP,

Maharaja of Cooch Behar.

No. XCVI,

AGREEMENT entered into by the MAHARAJA of COOCH BEHAR, regarding the cession of jurisdiction over the lands required in the COOCH BEHAR STATE for the EASTERN BENGAL STATE RAILWAY,—1901.

Office of His Highness the Maharaja Bhup Bahadur of Cooch Behar.

I, Nripendra Narayan Bhup, of Cooch Behar, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Eastern Bengal State Railway (including all lands occupied for stations, outbuildings and other railway purposes) and over all persons and things whatsoever within the said lands.

COOCH BEHAR,

NRIPENDRA N. BHUP,

The 26th February 1901

Maharaja Bhup Bahadur of Cooch Behar,

III.—TRIBUTARY AND FEUDATORY STATES OF ORISSA.

Of the twenty-four States detailed in the margin, two, Bonai and

1. Athgarh.
2. Athmallik.
3. Baramba.
4. Bod.
5. Dasalla
(with Joramu).
6. Dhenkanal.
7. Hindol.
8. Keunjhar.
9. Khandpara.
10. Morbhanj.
11. Narsinghpur.
12. Nayagarh.

13. Nilgiri.
14. Pal Lahara.
15. Ranpur.
16. Talcher.
17. Tigaria.
18. Bonai.
19. Gangpur.
20. Bamra.
21. Kalahandi or
Karond.
22. Patna.
23. Rairakhol.
24. Sonpur.

Gangpur were, until the partition of Bengal in October 1905, under the Commissioner of Chota Nagpur, and five, Bamra, Kalahandi, Patna, Rairakhol, and Sonpur, under the Commissioner of Chhattisgarh. In 1906 a Political Agent was appointed for the twenty-four States. He is subordinate to the Commissioner of Orissa.

The first seventeen were formerly known as the Tributary Mahals of Orissa, and were under the supervision of the Commissioner of Orissa, as *ex-officio* Superintendent of the Tributary Mahals. Bod and Athmallik were transferred to the control of the Superintendent in 1837 from the jurisdiction of the South-Western Frontier Agency, to which Gangpur and Bonai also belonged at one time. Angul and Banki were also formerly included among the Tributary Mahals, but in 1839 the Raja of Banki was found guilty of murder, was deposed, and his State declared forfeited, while in 1848 the Raja of Angul was likewise deposed for aiding the malcontents of Bod in their opposition to those officers of Government who were engaged in suppressing human sacrifices, and for making preparations to wage war against Government. Banki was, by Act XXV of 1881, incorporated with the district of Cuttack, while Angul was formed into a scheduled district under Act XIV of 1874, and is now, with the Khandmals, a separate district, under Regulation I of 1894.

The Office of Superintendent was created in 1814. In 1839 and 1840 rules were framed for the administration of civil and criminal justice in the Killahs; and the Government of India directed that the Superintendent was to be guided by the spirit of these rules, which abolished sati and human sacrifices, and deprived the Rajas of the power of life and death and of making war, though in other respects leaving them the power of local control.

Until the year 1803 the Tributary Chiefs of Orissa were feudatories of the Raja of Nagpur. During the Maratha war of that year a small force marched from Ganjam and took the town of Cuttack on the 10th October 1803.

Balasor had been already captured on the 21st September in the same year. When the plains of Orissa had been brought under British rule negotiations were entered into with the Hill Chiefs, and in November 1803 treaty engagements were executed by, and kaulnamas given to the Rajas of Narsinghpur, Tigaria, Dhenkanal, Ranpur, Baramba, Khandpara, Nayagarh, Talcher, Daspalla, Athgarh, Nilgiri, Hindol, Banki, and Angul (Nos. XCVI, XCVIII).

Meanwhile, on the 2nd November 1803, the Marathas were defeated at the Barmul Pass, and the Rajas of Bod and Sonpur tendered their submission to the British Government. In a treaty dated the 17th December 1803 between the East India Company and Sena Sahib Suba Raghujah Bhonsla, it was stipulated that the engagements which the British Government had made with the feudatories of the Sena Sahib Suba in Orissa were to be confirmed, and that a list of the persons with whom such engagements had been made was to be given to the Sena Sahib Suba when the treaty was ratified by the Governor-General in Council.

In the Regulations of 1805 all the Tributary States of Orissa, except Bod, Pal Lahara, and Athmallik (of which no mention was made) were exempted from the operation of the Bengal Regulations.

In 1842 all the seventeen States except Khandpara, agreed to suppress sati (No. XCIX).

In 1862 Sanads (No. C) were granted to all the Chiefs guaranteeing to them the right of adoption, and in 1874 the hereditary title of Raja was conferred on them all (No. CI).

The Chiefs of the Mahals were persuaded in 1875 to abandon all monopoly of salt and all restrictions on its free transit through, or sale in, their territories. No agreements, however, were taken on the subject.

In 1888 it was decided by the Secretary of State in Council, in accordance with a ruling of the High Court in the case of Morbhany, that these seventeen States do not form part of British India, and, in consequence of this decision, new Sanads (Nos. CII to CXVIII) were given on the 27th October 1894 to all the Chiefs, defining their status, powers, and position.

The powers exercised by British Courts in respect of criminal cases arising in the Mahals have been regularised by the Notification No. 3431-I, dated the 5th September 1892, by the Government of India, Foreign

Department, and the law and procedure to be observed in the exercise of this jurisdiction have been indicated in Notification No. 1375-I.B., dated the 21st March 1900, by the Government of India, Foreign Department.

(1) ATHGARH.

Athgarh appears as Atzur in the treaties and engagements made with this State up till 1894, when a new Sanad (No. CII) was granted to Raja Sri Karan Raghunath Babarta Patnaik, who died on 25th January 1896. He was succeeded by his younger brother, the present Chief, Sri Karan Biswanath Babarta Patnaik, born on the 12th August 1851.

The area of the State is 168 square miles ; revenue Rs. 49,802 ; population, by the census of 1901, 43,784 ; and tribute Rs. 2,800. It has (1905) 23 armed police.

(2) ATHMALLIK.

In the early treaties Athmallik was dealt with as a tributary of Bod, and the Treaty of the 3rd March 1804, and the Counter-Engagement of the same date (Nos. CXIX and CXX), were made with Raja Bishambhar Deo of Bod and Athmallik. But in 1819 a separate Kabuliāt was executed by Lachandra, then styled *Sawant* of Athmallik, fixing his tribute for 3 years (No. CXXI). All subsequent agreements were made with Athmallik independent of Bod. The Sati Sanad of 1842 (see No. XCIX) was executed by the *Zamindar* of Athmallik, but in 1874 he was granted the hereditary title of Raja, along with the rest of the 17 Chiefs (see No. CI). In 1875 Raja Jogindra Sawant was given a Sanad (No. CXXII) renewing for 20 years the settlement of his State which had been made in 1819. A further renewal was made unnecessary by the grant of the Sanad of 1894 (No. CIII) which fixed his tribute permanently.

In 1890 the late Chief, Mahendra Deo Samant, was given the title of Maharaja as a personal distinction. He died on the 2nd November 1901, and was succeeded by his son, Bibhudendra Deo Samant, who was born on the 25th May 1874.

The area of the State is 730 square miles ; revenue Rs. 81,396 ; population, by the census of 1901, 40,753 ; and tribute Rs. 480. It has (1905) 6 armed police and 1 serviceable gun.

The State is liable to the nazarana rules.

(3) BARAMBA.

The State is under Government management owing to the incapacity of the present Chief, Raja Bishambhar Birbar Mangraj Mahapatra, who was born on the 12th April 1880, and succeeded his father, Raja Dasruthi Birbar Mangraj Mahapatra on his death in July 1881

The area of the State is 134 square miles, revenue Rs 42,492, population, by the census of 1901, 38,260, and tribute Rs 1,397-15-5. It possesses (1905) 2 armed police

(4) BOD

A treaty was made with, and counter engagement given to, the Raja of Bod and Athmallik, Bishambhar Deo, on the 3rd March 1804 (see Athmallik). In 1821 Raja Chandra Sikkur Deo executed a Kabuliat (No. CXXIII) in which his tribute was fixed for five years. The same Chief executed an Agreement (No. CXXIV) in 1827, accepting the obligation of certain police and judicial duties within his State.

In 1855 it was found that the Kandhs of the highlands of Bod, known as the Kandhmals, had for some years past ceased to render allegiance to the Raja of Bod, who himself admitted that he had no power in the country and was not in possession of it. It was also found that some of the tribal chiefs of the Kandhmals had harboured Chakra Bisoi and other public enemies who frequently committed depredations in Ghumsar. The Kandhmals were, therefore, occupied by Government and permanently removed from the jurisdiction of the Raja of Bod. They have ever since remained under direct management and control.

In 1875 a Sanad (No. CXXV) was granted to the Raja renewing for 20 years the settlement which had been made with him in 1821. The Sanad of 1894 (No. CV), which fixed his tribute permanently, rendered any further settlement unnecessary.

The late Chief, Raja Pitambar Deo, died on the 5th October 1879, and was succeeded by Raja Jagendra Deo, who was born on the 21st May 1857.

The area of the State is 1,264 square miles, revenue Rs 61,104, population, by the census of 1901, 88,250, and tribute Rs 800. It has (1905) 15 armed police.

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The area of the State is 1,264 square miles, revenue Rs 61,104, population, by the census of 1901, 88,250, and tribute Rs 800. It has (1905) 15 armed police.

The State is liable to the nazarana rules.

(8) KEUNJHAR.

A treaty was concluded with, and a kaulnama given to, the Raja of Keunjhar on the 16th December 1804, by which he was to pay a tribute of Rs 2 976 11-11 (Nos CXXVIII and CXXIX), but in recognition of his services during the mutiny, this was reduced, in 1859, by Rs 1,000, and the Chief was granted the personal title of Maharaja. In 1868 a disputed succession in Keunjhar rendered it necessary for the British Government to despatch a considerable force into the country and restore peace. After this the country was for some time under British superintendence, but this was withdrawn in 1878. In May 1891 an insurrection, in which the hill tribes were the chief movers, broke out but was easily put down by a small force of troops and police. The Maharaja was temporarily relieved of his duties, and the State put under management with a view to a searching enquiry into the causes of discontent. It was decided to permit the Maharaja to resume control of his State, but measures were instituted for the improvement of his administration, and an agent was appointed to assist and advise the Maharaja. The agent was withdrawn in 1900 and an official holding the post of Deputy Collector was appointed to be Diwan to the Chief.

Dhanurjai Narayan Bhanj Dêo, who succeeded to the State in 1861, and on whom the title of Maharaja was conferred in 1877 as a personal distinction, died on the 27th October 1905, and was succeeded by his eldest son, Raja Gopi Nath Narayan Bhanj Den at the age of 21.

The Chief was granted a new Sanad (No CXXX) in 1898.

The area of the State is 3 096 square miles, revenue Rs 3,09,624; population, by the census of 1901, 285,758 and tribute Rs 1,710-1-3, which excludes the tribute paid by Pal Jahara. It has (1905) 11 cavalry, 137 infantry, 110 armed police, and artillery men, with 2 serviceable and 10 unserviceable guns.

(o) KHANDPARA

The late Chief, Raja Natobar Mardraj Bhromorbur Rai, adopted as his heir Ram Chandra Samanta who was born in 1867. On the former's death on the 3rd September 1905, the latter succeeded to the State.

The area of the State is 244 square miles, revenue Rs 49,431, population, by the census of 1901, 69,450 and tribute Rs 4,211-8-8. It has (1905) 13 armed police, and 5 unserviceable guns.

(10) MORBHANJ.

A Treaty (No. CXXXI) with Morbhanj was concluded on the 1st June 1829. This is the largest and most important of the Tributary Mahals.

The Baunghati portion of Morbhanj was, owing to the mismanagement of the then Raja, Srinath Bhanj, placed under the control of the Deputy Commissioner of Singhbhum, but was restored in 1878 to the present Chief's father, Maharaja Krishna Chandra Bhanj, who succeeded Raja Srinath Bhanj. The personal title of Maharaja was granted to Krishna Chandra Bhanj in 1877.

The State was under the management of Government during the minority of the present Chief, Sriram Chandra Bhanj Deo, who was born on the 17th December 1871, and succeeded on the 29th May 1882. He took over charge in September 1890. He attended the Delhi Darbar in 1903, on which occasion the title of Maharaja was conferred on him as a personal distinction. Since 1895 he has been permitted to exercise extended criminal powers of passing sentences of imprisonment up to five years, and in 1905, he was granted still further powers enabling him to try cases of robbery and torture. These powers are personal to Sriram Chandra Bhanj Deo.

In 1896 the Chief ceded jurisdiction, civil and criminal, over the lands within his State occupied by the Bengal-Nagpur Railway.

A light railway has been constructed connecting Baripoda, the headquarters of the State, with the Baripoda Road Station on the Bengal-Nagpur Railway, and on the 8th April 1905 the Chief entered into an agreement with the Bengal-Nagpur Railway Company for the working of the same. It was opened for traffic on the 1st April 1905.

The area of the State is 4,243 square miles; revenue Rs. 10,37,978, population, by the census of 1901, 610,383; and tribute Rs. 1,067-11-9. It possesses (1905) 129 infantry, 166 armed police, and 9 unserviceable guns.

The State is liable to the nazarana rules.

(11) NARSINGHPUR.

The present Chief, Raja Sadhu Charan Man Singh Hari Chandan Mahapatra, born on the 24th January 1883, succeeded his father on the 4th December 1884. Owing to his incapacity the State continues under Government management.

The area of the State is 199 square miles, revenue Rs 62,656; population, by the census of 1901, 39,513, and tribute Rs 1,455-8-3. It has (1905) 6 armed police, 1 reserveable and 6 serviceable guns.

(12) NAYAGARH

The late Ch. , Ragannath Singh Mandhata, died on the 4th September 1897, without an heir. His younger son adopted Narayan Singh Mandhata, born about 1878, who was allowed to succeed in July 1898, but owing to his incapacity the State continues under Government management.

The area of the State is 588 square miles, revenue Rs. 1,56,197; population, by the census of 1901, 140,779 and tribute Rs 5,525-4-1. The State possesses (1905) 21 infantry, 21 armed police, and 3 serviceable guns.

(13) NILGIRI

In addition to the treaty engagement of 1803 (see No. XCIII) executed by Raja Ram Chandra Mardraj Hari Chandan, another one (No CXXXII) was executed in 1833 by Rani Chira Dei, widow of Govind Chandra Mardraj Hari Chandan. Raja Shyam Chandra Mardraj Hari Chandan, the present Chief, succeeded his adoptive father, Raja Krishna Chandra Mardraj Hari Chandan, on the 11th May 1893. He was born on the 6th January 1877, and during his minority, up till 1895, the State was under Government management. Owing to his complicity in a case of torture in his State, the Raja was deprived temporarily of his powers in 1905 and the State is again under management.

The area of the State is 278 square miles, revenue Rs. 1,71,617, population, by the census of 1901, 65,460, and tribute Rs 3,900-7-8. It has (1905) 13 armed police.

(14) PAL-LAHARA.

Pal-Lahara was originally a larger State, but was dispossessed of much property by neighbouring Rajas. About the year 1775 the Keunjhar Raja appears to have obtained ascendancy in Pal-Lahara owing to his interference in a dispute about the succession. In 1825 an attempt was made to disown the supremacy of Keunjhar, but it was unsuccessful.

An objection was preferred to the Political Agent of the South-West Frontier on the ground that Pal Lahara was subject to Sambalpur, but it

was decided that the Keunjhar Raja was paramount, and the Chief of Pal-Lahara was ordered to pay tribute to him. In 1840 the Raja of Keunjhar was deprived of all right of interference in the local affairs of Pal-Lahara, and the Chief of the latter is allowed to pay his quit-rent or tribute to the office of the Commissioner of Orissa for credit as a portion of the tribute payable by the Keunjhar State. In 1880 the Keunjhar Raja wished that this quit-rent should be increased, but this was not allowed.

The late Chief, Chakradhar Pal (Muni Pal), was made a Raja Bahadur in 1871, for services rendered by him in 1867-68 in the first Keunjhar rebellion. He died on the 31st August 1888, and was succeeded by his son, Duti Krishna Pal, (Ganeswar Pal), who was born on the 20th June 1884. The State is still under Government management.

'On the 28th October 1898 the Raja was granted a revised Sanad (No. CXXXIII).

The area of the State is 452 square miles; revenue Rs. 33,500; population, by the census of 1901, 22,351; and tribute Rs. 266-10-8. It has (1905) 10 armed police.

The State is liable to the nazarana rules.

(15) RANPUR.

The present Chief, Raja Birbar Krishna Chandra Singh Bajradhar Narindra Mahapatra, who was born about 1877, succeeded his father on the latter's death on the 12th July 1899.

The area of the State is 203 square miles; revenue Rs. 58,375; population, by the census of 1901, 46,075, and tribute Rs. 1,400-13-2.

(16) TALCHER.

The late Raja, Ram Chandar Birbar Hari Chandan, died on the 18th December 1891. He was succeeded by his nephew, Raja Kishori Chandra Birbar Hari Chandan, who was born on the 9th June 1880. The State was under Government management up to the 9th June 1901, during the Chief's minority.

The area of the State is 399 square miles; revenue Rs. 71,134; population, by the census of 1901, 60,432; and tribute Rs. 1,039-10-5.

The State possesses (1905) 12 armed police, and 16 unserviceable guns.

(17) TIGARIA

The present Chief, Raja Banamali Khetrya Birbar Chempati Singh Mahapatra who was born on the 19th March 1857, succeeded his father on the latter's death on the 8th April 1886

The area of the State is 46 square miles, revenue Rs 9,158, population, by the census of 1901, 22,625 and tribute Rs 882

(18 AND 19) BONAI AND GANGPUR

These, with a number of other States now under the Chief Commissioner of the Central Provinces, were ceded to the British Government in 1803 (see No CLVIII) by the Maratha Chief Raghoji Bhonsla, but were restored to him in 1806 (see No CLIX) They reverted to the British Government under the provisional agreement concluded with Madhoji Bhonsla (Appa Sahib) in 1818 (see No CLXI) and were finally ceded by the Treaty of 1826 (see No CLXII) They were formerly dependent on the Chief of Sambalpur, but this dependency ceased when they came under the British Government For a time they formed part of the South Western Frontier Agency created in 1833 but they were transferred to the charge of the Commissioner of Chota Nagpur in 1854

Settlements were made with both these States in 1827 which were renewed in 1875-76 for twenty years by fresh Sanads (Nos CXXXIV CXXXV)

In 1863 the Government of Bengal issued certain rules for the guidance of the Chiefs of the Tributary Mahals of Chota Nagpur in the administration of justice in their respective jurisdictions By these rules the judicial powers of these Chiefs were limited to sentences of imprisonment up to 2 years or to fines not exceeding Rs 50 or, subject to confirmation by the Commissioner of Chota Nagpur, to sentences of imprisonment up to 5 years and fines not exceeding Rs 200 They had no powers of whipping, and all orders passed by them were subject to revision by the Commissioner The rules also dealt with the management of police, prisons, etc., in their States

The Secretary of State having decided in 1891 that these States do not form part of British India, new Sanads (Nos CXXXVI CXXXVII) were granted to the Chiefs in 1899, fixing their tribute for a period of 20 years On the partition of Bengal in 1905 these were superseded by Sanads (Nos CXXXVIII CXXXIX) dated the 23rd December 1905, fixing their tribute for a period of 14 years

In 1882 an appeal was preferred to the High Court by one Metha Kharia against a conviction and sentence passed upon him by the Commissioner of Chota Nagpur. The offence was committed in Gangpur, and the case was referred by the Chief of that State to the Commissioner for trial. The accused was tried in Lohardaga. The case was heard by a Divisional Bench of the High Court, which rejected the appeal on the ground that the Court had no powers to interfere. The powers exercised by British Courts in respect of criminal cases arising in these States were regularised by the Notifications of the Government of India in the Foreign Department No. 640-I. B., dated the 8th March 1899 and No. 301-I. B., dated 22nd January 1904, and the law and procedure by which such Courts were to be guided were indicated by the same Department's Notification No. 2690-I. B., dated the 16th September 1899.

The present Chief of *Bonai*, Raja Indra Deo, was born on the 6th January 1884 and succeeded his father, Raja Chandra Deo, on the 19th February 1902. The State is under Government management.

The area of Bonai is 1,296 square miles; revenue Rs. 90,782; population, by the census of 1901, 38,277; and tribute Rs. 500. It possesses 2 unserviceable guns.

Raja Raghunath Sikhar Deo, the present Chief of *Gangpur*, succeeded to the *gadi* in December 1865. He was born on the 25th January 1852, and took over charge of the State in January 1871. Owing to his maladministration of the State, the Raja was required in 1900 to appoint a Diwan selected by the Government of India.

In 1888 the Chief ceded civil and criminal jurisdiction over the lands in his State required by the Bengal-Nagpur Railway.

In February 1894 the Raja granted a goldmining lease, and in February 1898 and May 1902 leases for quarrying lime and limestone to Edward Golding Barton. The leases are for 30 years each.

The area of Gangpur is 2,492 square miles; revenue Rs. 2,85,566; population, by the census of 1901, 238,896; and tribute Rs. 1,250. It possesses (1905) 45 armed police.

Both States are liable to the nazarana rules.

Bamra, *Kalahandi* or *Karond*, *Patna*, *Rairakhol*, and *Sonpur* were formerly included among the Chiefs in the Chhattisgarh Commissionership, and their early general history is dealt with in Part IV (Central Provinces).

Kabuliats were executed in 1827 (see No CLXVIII) by these five Chiefs which fixed their revenues payable to Government, nominally for five years, but at the expiry of that period the agreements were not renewed. A separate Engagement (see No CLXIX) was at the same time taken from each Chief binding him to use rightly the judicial and police powers entrusted to him. In practice the powers of the Chiefs in criminal cases were limited to the infliction of seven years imprisonment. In 1866 Sanads (No CXL), dated the 20th May 1865, guaranteeing the Chiefs the right of adoption, were forwarded to the Commissioner of Chhattisgarh for delivery to the Chiefs of Bamra, Kalahandi, Patna and Sonpur. The one granted to Raja Bishan, Chandar Zenamum of Rairakhol is dated the 23rd May 1866 (No CXLI), as previous to that time he had not been recognized as a Feudatory Chief. In the following year Sanads, dated the 4th September 1867, (No CXLII) were granted to these Chiefs recognising them as feudatories and fixing their tribute for 20 years. The one which was prepared for Patna, however, could not be delivered formally to the Chief, owing to trouble in the State at the time which led to its being taken under Government management. In 1889 the sanad was forwarded to the Superintendent of the State for safe custody, and after the release of the State from direct management, it was handed over to the Raja. In February 1888 the tribute payable by the Chiefs was enhanced. On the 23rd December 1905 after the partition of Bengal, fresh Sanads (Nos CXLIII to CXLVII) were granted to them fixing their tribute for 20 years with effect from 1888.

(20) BAMRA

Bamra originally formed one of the Sambalpur and Patna, or Garhjat, group whose Chiefs were at first independent but were subsequently in subordination to the Maharaja of Patna, the most powerful of their number.

Tribhuvan Singh, Chief of Bamra, died in May 1869, and was succeeded by his nephew, Raja Sudhal Deo, who was born in 1848. He was appointed to be a Companion of the Indian Empire in 1889, and in 1895 was raised to the Knight Commandership of the same Order. He died on the 19th November 1903, and was succeeded by his eldest son, Raja Tribhuvan Deo, who was born in 1873.

Lal Bishwanath Singh. Maharaja Ramehandra Singh Deo shot himself on the 8th June 1895, and was succeeded by the present Chief, his uncle, Maharaja Dalganjan Singh Deo, born in 1857. The management of the State was entrusted to him on certain conditions, which have since been to some extent relaxed.

The area of Patna is 2,399 square miles; revenue Rs. 1,48,097; population, by the census of 1901, 277,748; and tribute Rs. 8,500. It possesses (1905) 80 armed police.

The State is liable to the nazarana rules.

(23) RAIRAKHOL.

The Chief of this State was not at first included in the list of feudatories, at the time of their classification in 1865, on the ground of his maladministration. This was subsequently ascertained to have been due to the acts of one of the Chief's brothers, who managed the State for him during his illness, and, as the Chief had shown conspicuous loyalty in 1857, he was recognised in May 1866 as a feudatory, and in the same year he was granted a Sanad of Adoption (No. CXLI). A Sanad defining his status as a feudatory Chief was granted to him in the following year (No. CXLII).

Raja Bishan Chandar Janamuni, who was born in 1819, succeeded in 1825. Owing to his mismanagement of his State it became necessary in 1889 to appoint a Diwan, who administered the State under the supervision of the Political Agent. Bishan Chandar Janamuni died on the 10th June 1900, and was succeeded by his grandson, Raja Gur Chandra Deo, who was born in 1871. Certain restrictions, which were placed on his powers at the time of his succession, were removed in 1904. The Raja attended the Delhi Coronation Darbar in January 1903.

The area of Rairakhhol is 833 square miles; revenue Rs. 58,167; population, by the census of 1901, 26,888; and tribute Rs. 800. It possesses (1905) 10 armed police.

The State is liable to the nazarana rules.

(24) SONPUR.

This family is an offshoot from the former ruling house of Sambalpur. Raja Niladhar Singh Deo, who was born in 1839 and succeeded in 1840,

received the personal title of Bahadur for services to the British Government. Owing to the unsatisfactory management of his State a Diwan was appointed in 1887, to assist the Raja in his administration, under the supervision of the Political Agent. Raja Niladhar Singh died on the 11th September 1891, and was succeeded by his eldest son, Pratap Rudra Singh Deo, who in 1898 received the title of Raja Bahadur, in recognition of his excellent administration. The present Chief, Raja Bir Mitradaya Singh Deo, was born in 1874, and succeeded his father in August 1902. He was present at the Delhi Coronation Darbar in January 1903.

The area of the State is 906 square miles, revenue Rs. 1,22,415; population, by the census of 1901, 169,877, and tribute Rs. 9,000. It has (1905) 30 armed police.

The State is liable to the nazarana rules

Lal Bishwanath Singh. Maharaja Ranchandra Singh Deo shot himself on the 8th June 1895, and was succeeded by the present Chief, his uncle, Maharaja Dalganjan Singh Deo, born in 1857. The management of the State was entrusted to him on certain conditions, which have since been to some extent relaxed.

The area of Patna is 2,399 square miles; revenue Rs. 1,48,097; population, by the census of 1901, 277,748; and tribute Rs. 8,500. It possesses (1905) 80 armed police.

The State is liable to the nazarana rules.

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Raja Bishan Chandar Janamuni, who was born in 1819, succeeded in 1825. Owing to his mismanagement of his State it became necessary in 1889 to appoint a Diwan, who administered the State under the supervision of the Political Agent. Bishan Chandar Janamuni died on the 10th June 1900, and was succeeded by his grandson, Raja Gur Chandra Deo, who was born in 1871. Certain restrictions, which were placed on his powers at the time of his succession, were removed in 1904. The Raja attended the Delhi Coronation Darbar in January 1903.

The area of Rairakhhol is 833 square miles; revenue Rs. 58,167; population, by the census of 1901, 26,888; and tribute Rs. 800. It possesses (1905) 10 armed police.

The State is liable to the nazarana rules.

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This family is an offshoot from the former ruling house of Sambalpur. Raja Niladhar Singh Deo, who was born in 1839 and succeeded in 1840,

received the personal title of Babadur for services to the British Government. Owing to the unsatisfactory management of his State a Diwan was appointed in 1887 to assist the Raja in his administration, under the supervision of the Political Agent. Raja Niladbar Singh died on the 11th September 1891, and was succeeded by his eldest son, Pratap Rudra Singh Deo, who in 1898 received the title of Raja Bahadur, in recognition of his excellent administration. The present Chief, Raja Bir Mitradaya Singh Deo, was born in 1874, and succeeded his father in August 1902. He was present at the Delhi Coronation Darbar in January 1903.

The area of the State is 906 square miles, revenue Rs 1,22,415, population, by the census of 1901, 169,877, and tribute Rs 9,000. It has (1905) 30 armed police.

The State is liable to the nazarana rules

Lal Bishwanath Singh. Maharaja Ramchandra Singh Deo shot himself on the 8th June 1895, and was succeeded by the present Chief, his uncle, Maharaja Dalganjan Singh Deo, born in 1857. The management of the State was entrusted to him on certain conditions, which have since been to some extent relaxed.

The area of Patna is 2,399 square miles; revenue Rs. 1,48,097; population, by the census of 1901, 277,748; and tribute Rs. 8,500. It possesses (1905) 80 armed police.

The State is liable to the nazarana rules.

(23) RAIRAKHOL.

The Chief of this State was not at first included in the list of feudatories, at the time of their classification in 1865, on the ground of his maladministration. This was subsequently ascertained to have been due to the acts of one of the Chief's brothers, who managed the State for him during his illness, and, as the Chief had shown conspicuous loyalty in 1857, he was recognised in May 1866 as a feudatory, and in the same year he was granted a Sanad of Adoption (No. CXLI). A Sanad defining his status as a feudatory Chief was granted to him in the following year (No. CXLII).

Raja Bishan Chandar Janamuni, who was born in 1819, succeeded in 1825. Owing to his mismanagement of his State it became necessary in 1889 to appoint a Diwan, who administered the State under the supervision of the Political Agent. Bishan Chandar Janamuni died on the 10th June 1900, and was succeeded by his grandson, Raja Gur Chandra Deo, who was born in 1871. Certain restrictions, which were placed on his powers at the time of his succession, were removed in 1904. The Raja attended the Delhi Coronation Darbar in January 1903.

The area of Rairakhhol is 833 square miles; revenue Rs. 58,167; population, by the census of 1901, 26,888; and tribute Rs. 800. It possesses (1905) 10 armed police.

The State is liable to the nazarana rules.

(24) SONPUR.

This family is an offshoot from the former ruling house of Sambalpur. Raja Niladhar Singh Deo, who was born in 1839 and succeeded in 1840,

No XCIX.

RECOGNISANCE or ENGAGEMENT taken from the CHIEF OFFICERS of the RAJAH of KILLAH NURSINGPORE, a Tributary Estate, Subordinate to Cuttack, to secure the prevention of the practice of "SUTTEE" Executed by BALKROOSTNO PUTNAIK BABURTA, or Chief Minister of the RAJAH, GUNGADUR CHAMOOKARUN PUTNAIK, NEEL BAHARE MAHANTEE, DUSRUTHEE PUTNAIK, and LOKENATH PUTNAIK, officers of the Rajah's household,—1842

We, the Baburta and others, officers of the Rajah of Killah Nursingpore, hereby bind ourselves as follows —

It having been stated in accordance with the commands of the Home Government and the Governor General in clause 2 of the Rules of Practice issued by the Superintendent of the Tributary Mehals that the practice of

or under compulsion to lend our aid to the performance of any such rite, so prohibited by the Superintendent of the Tributary Mehals, or to allow others to do so

Further, if on the demise of a Rajah, and any of his Ranees should actually desire to become Suttees, and should disregard our prohibition, we will restrain them from becoming 'Suttees' and make a report of the circumstance to the Superintendent and conform to such orders as we may receive from him Without the Superintendent's orders (or permission) we will not allow any person to become a Suttee And we engage unhesitatingly to submit ourselves to any penal orders which the Superintendent of the Tributary Mehals may issue, if we shall act in any way contrary to the engagements of this Recognisance

Dated 4th day of the month of Bysack 1249, corresponding to the 14th of April A D 1842

Signed by BALKROOSTNO PUTNAIK AND OTHERS

N B—Engagements, precisely similar in purport and wording, were executed at the same time by the officers of the following Tributary Mehals,

Rajahs, and Zemindars, namely :—

- | | |
|-------------------------|-------------------|
| 1. Of Noyaghur. | 8. Of Tigreeah. |
| 2. „ Barombar. | 9. „ Boad. |
| 3. „ Hindole. | 10. „ Talchere. |
| 4. „ Runpore. | 11. „ Dhenkanal. |
| 5. „ Angool. | 12. „ Nilgiri. |
| 6. „ Duspulla Joreemoo. | 13. „ Mohurbhunj. |
| 7. „ Atzur. | 14. „ Keonjhur. |

And of the Zemindar of Atmullick, and of the Surburakar of Pal Léhra.

(True translation.)

WM. L. LACEY,

Oorish Translator to Government.

No. C.

ADOPTION SUNNUD granted to CHIEFS* of the TRIBUTAR MEHALS of ORISSA,—1862.

HER MAJESTY being desirous that the Government of the several Prince and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued. In fulfilment of this desire this Sunnud is given to you convey to you the assurance that, on failure of natural heirs, the British Government will permit and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race.

Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, grants or engagements, which record its obligations to the British Government.

The 11th March 1862.

(Sd.) CANNING.

No. CI.

SUNNUD granted to KISHEN CHUNDER BHUNJ of MOHURBHUNJ—1874.

In recognition of your position I hereby confer upon you the title of "Rajah" as a hereditary distinction to be assumed by your successors on formal recognition of their succession.

The 21st May 1874.

(Sd.) NORTHBROOK.

* Mohur, Keonjhar, Nilgiri, Dhenkanal, Duspulla, Talchere, Hindole, Narsinghpore, Barombar, Kundpara, Noyaghur, Runpore, Atzur, Pal Léhra, Boad.

Similar Sunnuds were granted to the Chiefs of Keonjhar, Hindole, Boad, Nilgiri, Tigreeah, Rumpore Noyaghur Nursingpore, Kundpara, Atzur, Barombar, Duspulla, Talchere, Atmullick, Dhenkanal, and Pal Lehra

The personal distinction enjoyed by the Chiefs of Dhenkanal and Pal Lehra remains unaffected

NO CII

SANAD granted to the CHIEF of ATHGARH, defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Athgarh in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto His Excellency the Viceroy and Gov
to you Raja Sree Karan Raghu
with a view to assuring you th
long as you remain loyal to the
sanad, and of your other engagements with the British Government to
maintain you in the position and privileges which you have heretofore
enjoyed or which are now conferred upon you —

SANAD

I—You Raja Sree Karan Raghunath Babarta Patnaik, son of Raja Sree Karan Jagannath Babarta Patnaik, are hereby formally recognised as the Feudatory Chief of the Athgarh State, and you are permitted as heretofore to generally administer the territory of the said Athgarh State subject to the conditions hereinafter prescribed In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor General in Council

II—You shall continue to pay the tribute or peshkash of rupees two thousand and eight hundred per annum, which you and your predecessors have heretofore paid

III—You shall try in your Courts all criminal cases occurring in your territory, except (I) those in which Europeans are concerned, and (II) heinous offences, such as murder homicide, daktari robbery and torture. You shall refer the cases excepted above for disposal to the Superintendent of the Tributary Mahals or to such of his Assistants as he may indicate Sentences passed by you on criminal offenders shall be regulated by the instructions issued from time to time for your guidance by His Honour the Lieutenant Governor of Bengal and shall not exceed [unless His Honour is pleased to entrust you with more extensive powers, in which case you shall be entitled to exercise such further powers in the manner, to the extent, and subject to the conditions, if any, which His Honour may

prescribe] in the case of imprisonment, a term of two years, in the case of fines, a sum of one thousand rupees, and in the case of whipping, thirty stripes. All orders passed by you in criminal cases shall be subject to revision by the Superintendent, to whom you shall send the records of any case for which he may call.

IV.—You shall deliver up any offender from British or other territory, who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and, in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation on the matter to the authorities concerned.

V.—You shall administer justice fairly, and impartially to all alike.

VI.—You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

VII.—You shall levy no transit duties on grain, merchandise or any article of commerce passing through your State.

VIII.—You shall consult the Superintendent of the Tributary Mahals in all important matters of administration, and comply with his wishes. The settlement and collection of the land-revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt and opium, the concession of mining, forest and other rights, disputes arising out of any such concession, and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Superintendent of the Tributary Mahals may give you.

IX.—The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

X.—All questions as to boundaries between your State and British territory will be dealt with by the Superintendent of the Tributary Mahals or such other officer as His Honour the Lieutenant-Governor of Bengal may appoint either generally or specially, in that behalf, with two assessors, one to be appointed by yourself and the other by His Honour the Lieutenant-Governor, unless in any such case you should prefer that the question should be decided by such Superintendent, or other officer alone, in which case the question shall be referred for his decision accordingly.

SIMLA;

The 27th October 1894.



(Sd.) ELGIN,

Viceroy and Governor-General
of India.

No CIII

SANAD granted to the CHIEF of ATHMALLIK defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Athmallik in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto, His Excellency the Viceroy and Governor General in Council is pleased to grant to you, Maharaja Mohendra Deo Samant, the following sanad with a view to assuring you that the British Government will continue as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you —

SANAD

I—You Maharaja Mohendra Deo Samant son of Raja Jogendra Deo Samant, are here
mallik State, and
the territory of t
after prescribed In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor General in Council.

II—You shall continue to pay the tribute or peshkash of Rupees Four hundred and eighty per annum, which you and your predecessors have heretofore paid and your successors shall pay nazarana on succession in accordance with the general rules on that subject for the time being in force

III
IV
V
VI
VII
VIII
IX
X

} These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No CII)

SIMLA,

(Sd) ELGIN,

The 27th October 1894



Viceroy and Governor-General
of India

No. CIV.

SANAD granted to the CHIEF of BARAMBA, defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Baramba in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Biswambhur Beerbur Mungraj Mahapatra, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements, with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You Raja Biswambhur Beerbur Mungraj Mahapatra, son of Raja Dasarathce Beerbur Mungraj Mahapatra, are hereby formally recognised as the Feudatory Chief of the Baramba State, and you are permitted, as heretofore, to generally administer the territory of the said Baramba State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees One thousand three hundred and ninety-seven, annas fifteen and pies five per annum, which you and your predecessors have heretofore paid.

III
IV
V
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VII
VIII
IX
X

} These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA;

(Sd.) ELGIN,

The 27th October 1894.



Viceroy and Governor-General
of India.

No. CV.

SANAD granted to the CHIEF of BOAD defining his status; powers, and position with reference to the BRITISH GOVERNMENT,—
1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Boad in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Jogendra Deo, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you.—

SANAD..

I—You Raja Jogendra Deo son of Raja Pitambar Deo, are hereby the Boad State, and you are the territory of the said prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II—You shall continue to pay the tribute or peshkash of Rupees Eight hundred per annum which you and your predecessors have heretofore paid, and your successors shall pay nazarana on succession in accordance with the general rules on that subject for the time being in force.

III }
IV }
V }
VI }
VII }
VIII }
IX }
X }

These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA;

Seal of the
Governor-General
of India in
Council.

(Sd.) ELGIN,

The 27th October 1894

Viceroy and Governor-General
of India.

No. CVI.

SANAD granted to the CHIEF of DASPALLA defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Daspalla in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Chyton Deo Bhunj, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You Raja Chyton Deo Bhunj, son of Raja Narsinha Bhunj, are hereby formally recognised as the Feudatory Chief of the Daspalla State, and you are permitted, as heretofore, to generally administer the territory of the said Daspalla State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Six hundred and sixty-one, annas seven and pies eleven per annum, which you and your predecessors have heretofore paid.

III }
IV }
V }
VI }
VII }
VIII }
IX }
X }

These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA;

The 27th October 1894.

Seal of the
Governor-General
of India in
Council.

(Sd.) ELGIN,

Viceroy and Governor-General
of India.

No. CVII

SANAD granted to the CHIEF of DHENKANAL defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Dhenkanal in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto His Excellency the Viceroy and Governor General in Council is pleased to grant to you Raja Sura Protap Mohendra Bahadur the following sanad with a view to assuring you that the British Government will continue as long as you remain loyal to the Crown and abide by the conditions of the sanad and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you —

SANAD

I —You Raja Sura Protap Mohendra Bahadur, son of Raja Dinabandhu Mohendra Bahadur, are hereby formally recognised as the Feudatory Chief of the Dhenkanal State and you are permitted as heretofore to generally administer the territory of the said Dhenkanal State subject to the conditions hereinafter prescribed In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor General in Council

II —You shall continue to pay the tribute or peshkash of Rupees Five thousand and ninety nine and pies nine per annum which you and your predecessors have heretofore paid

III }
IV }
V }
VI }
VII }
VIII }
IX }
X }

These clauses are identical with the corresponding ones in the Sanad granted to Atbgarh (see No CII)

SIMLA

The 27th October 1894

Seal of the
Governor General
of India in
Council

(Sd) ELGIN,

Viceroy and Governor General
of India.

No. CVIII.

SANAD granted to the CHIEF of HINDOL defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Hindol in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Jonardan Murdraj Jug Deb, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You Raja Jonardan Murdraj Jug Deb, son of Raja Phokur Singh Murdraj, are hereby formally recognised as the Feudatory Chief of the Hindol State, and you are permitted, as heretofore, to generally administer the territory of the said Hindol State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

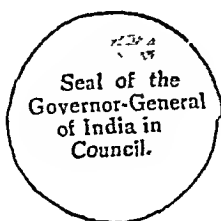
II.—You shall continue to pay the tribute or peshkash of Rupees Five hundred and fifty-one, annas three and pies eleven per annum, which you and your predecessors have heretofore paid.

III }
IV }
V }
VI }
VII }
VIII }
IX }
X }

These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA;

The 27th October 1894.



(Sd.) ELGIN,

Viceroy and Governor-General
of India.

No. CIX.

SANAD granted to the CHIEF of KEUNJHUR defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Keunghur in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto, His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Maharaja Dhunurjoy Narain Bhunj Deo, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you —

SANAD

I—You Maharaja Dhunurjoy Narain Bhunj Deo, son of Maharaja Gadadhar Narain Bhunj, are hereby formally recognised as the Feudatory Chief of the Keunghur State and you are permitted as heretofore, to generally administer the territory of the said Keunghur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council

II—You shall continue to pay the tribute or peshkash of Rupees One thousand seven hundred and ten, anna one and pies three per annum, which you and your predecessors have heretofore paid —

III }
IV }
V }
VI }
VII }
VIII }
IX }
X }

These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII)

SIMLA;

The 27th October 1894.



(Sd.) ELGIN,

Viceroy and Governor-General
of India.

No. CVIII.

SANAD granted to the CHIEF of HINDOL defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Hindol in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Jonardan Murdraj Jug Deb, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You Raja Jonardan Murdraj Jug Deb, son of Raja Phokur Singh Murdraj, are hereby formally recognised as the Feudatory Chief of the Hindol State, and you are permitted, as heretofore, to generally administer the territory of the said Hindol State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Five hundred and fifty-one, annas three and pies eleven per annum, which you and your predecessors have heretofore paid.

III }
IV }
V }
VI }
VII }
VIII }
IX }
X }

These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA;

Seal of the
Governor-General
of India in
Council.

(Sd.) ELGIN,

The 27th October 1894.

Viceroy and Governor-General
of India.

No. CIX.

SANAD granted to the CHIEF of KEUNJHUR defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Keunghur in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto, His Excellency the Viceroy and Governor-General in Council to you, Maharaja Dhunurjoy Na with a view to assuring you that as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you —

SANAD

I — You Maharaja Dhunurjoy Narain Bhunj Deo, son of Maharaja Gadadhar Narain Bhunj, are hereby formally recognised as the Feudatory Chief of the Keunghur State, and you are permitted as heretofore, to generally administer the territory of the said Keunghur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II — You shall continue to pay the tribute or peshkash of Rupees One thousand seven hundred and ten, anna one and pies three per annum, which you and your predecessors have heretofore paid —

III }
IV }
V }
VI }
VII }
VIII }
IX }
X }

These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII)

SIMLA;

The 27th October 1894.



(Sd.) ELGIN,

Viceroy and Governor-General
of India.

No. CX.

SANAD granted to the CHIEF of KHANDPARA defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Khandpara in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Notober Murdraj Bhromorbur Roy, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You Raja Notober Murdraj Bhromorbur Roy, son of Raja Kunja Behari Sing, are hereby formally recognised as the Feudatory Chief of the Khandpara State, and you are permitted, as heretofore, to generally administer the territory of the said Khandpara State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Four thousand two hundred and eleven, annas eight and pies eight per annum, which you and your predecessors have heretofore paid :—

III }
IV }
V }
VI }
VII }
VIII }
IX }
X }

These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA;

The 27th October 1894.

Seal of the
Governor-General
of India in
Council.

(Sd.) ELGIN,

Viceroy and Governor-General
of India.

No CXI

SANAD granted to the CHIEF of MOARBHANJ defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Morbhanj in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto His Excellency the Viceroy and Governor General in Council is pleased to grant to you, Raja Sriram Chandra Bhunj Deo, the following sanad, with a view to assuring you that the British Government will continue as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you —

SANAD

I—You Raja Sriram Chandra Bhunj Deo son of Maharaja Krishna Chandra Bhunj, are hereby formally recognised as the Feudatory Chief of the Morbhanj State and you are permitted, as heretofore, to generally administer the territory of the said Morbhanj State subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor General in Council

II—You shall continue to pay the tribute or peshkash of Rupees One thousand and sixty seven, annas eleven and pies nine per annum which you and your predecessors have heretofore paid and your successors shall pay nazarana on succession in accordance with the geoeal rules on that subject for the time being in force —

III }
IV }
V }
VI }
VII }
VIII }
IX }
X }

These clauses are identical with the corresponding ones in the Sanad granted to Athgarb (see No CII)

SIMLA,

The 27th October 1894



(Sd) ELGIN, /

Viceroy and Governor-General
of India

No. CXII.

SANAD granted to the CHIEF of NARSINGHPUR defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Narsinghpur in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Sadhu Charan Man Sing Hurree Chandan Mahapatra, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Sadhu Charan Man Sing Hurree Chandan Mahapatra, son of Raja Broja Sundar Man Sing Hurree Chandan Mahapatra, are hereby formally recognised as the Feudatory Chief of the Narsinghpur State, and you are permitted, as heretofore, to generally administer the territory of the said Narsinghpur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees One thousand four hundred and fifty-five, annas eight and pies three per annum, which you and your predecessors have heretofore paid.

III	} These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).
IV	
V	
VI	
VII	
VIII	
IX	
X	

SIMLA;

(Sd.) ELGIN,

The 27th October 1894.

Seal of the
Governor-General
of India in
Council.

Viceroy and Governor-General
of India.

No. CXIII

SANAD granted to the **CHIEF** of **NAVAGARH** defining his status, powers, and position with reference to the **BRITISH GOVERNMENT—1894.**

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Nayagarh in Orissa has hitherto been undefined and doubts have from time to time arisen with regard thereto His Excellency the Viceroy and Governor General in Council is pleased to the following sanad, with will continue, as long as conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you —

SANAD

I—You Raja Raghunath Sing Mandhata son of Babu Bundhu Hari Chandan are hereby formally recognised as the Feudatory Chief of the Nayagarh State and you are permitted as heretofore to generally administer the same on the conditions hereinafter set forth. The conditions here shall become voided that no Excellency the

II—You shall continue to pay the tribute or peshkash of Rupees Five thousand five hundred and twenty five annas four and pie one per annum, which you and your predecessors have heretofore paid

III }
IV }
V }
VI } These clauses are identical with the corresponding ones in the
VII } Sanad granted to Athgarh (see No CII)
VIII }
IX }
X }

SIMLA,

The 27th October 1894

Seal of the
Governor-General
of India in
Council

(Sd) ELGIN,

Viceroy and Governor General
of India

No. CXIV.

SANAD granted to the CHIEF of NILGIRI defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Nilgiri in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor General in Council is pleased to grant to you, Raja Shyam Chandra Murdraj Hurree Chandan, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Shyam Chandra Murdraj Hurree Chandan, son of Raja Krishna Chandra Murdraj Hurree Chandan, are hereby formally recognised as the Feudatory Chief of the Nilgiri State, and you are permitted, as heretofore, to generally administer the territory of the said Nilgiri State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Three thousand and nine hundred, annas seven and pies eight per annum, which you and your predecessors have heretofore paid:—

III }	These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).
IV }	
V }	
VI }	
VII }	
VIII }	
IX }	
X }	

SIMLA;

(Sd.) ELGIN,

The 27th October 1894.



Viceroy and Governor-General of India.

No. CXV.

SANAD granted to the CHIEF of PAL LAHERA defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Pal Lahera in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto, His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Ganeswar Pal the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements, with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you —

SANAD

I — You, Raja Ganeswar Pal son of Raja Moon Pal Bahadur, and your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council

II — You shall continue to pay the tribute or peshkash of Rupees Two hundred and sixty-six, annas ten and pies eight per annum, which you and your predecessors have heretofore paid and your successors shall pay nazarana on succession in accordance with the general rules on that subject for the time being in force —

III }
IV }
V }
VI } These clauses are identical with the corresponding ones in the
VII } Sanad granted to Athgarh (see No. CII)
VIII }
IX }
X }

SIMLA,

The 27th October 1894



(Sd) ELGIN,

Viceroy and Governor-General

of India.

No. CXVI.

SANAD granted to the CHIEF of RANPUR defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Ranpur in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Benudhur Bajradhur Narindra Mahapatra, the following Sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Benudhur Bajradhur Narindra Mahapatra, son of Raja Braja Sunder Narindra, are hereby formally recognised as the Feudatory Chief of the Ranpur State, and you are permitted, as heretofore, to generally administer the territory of the said Ranpur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees One thousand and four hundred, annas thirteen and pies two per annum, which you and your predecessors have heretofore paid:—

III }
IV }
V }
VI }
VII }
VIII }
IX }
X }

These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA;

The 27th October 1894.



(Sd.) ELGIN,

Viceroy and Governor-General
of India.

No. CXVII.

SANAD granted to the CHIEF of TALCHER defining his status, powers, and position with reference to the BRITISH GOVERNMENT, —1894

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Talcher in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto, His Excellency the Viceroy and Governor-General in Council do hereby order that you Raja Kishore Chandra Beerbur

and abide by the conditions of the with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you —

SANAD

I.—You Raja Kishore Chandra Beerbur Hurree Chandan, son of Raja Ram Chandra Beerbur Hurree Chandan, are hereby formally recognised as the Feudatory Chief of the Talcher State, and you are permitted, as heretofore, to generally administer the territory of the said Talcher State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees One thousand and thirty-nine, annas ten and pies five per annum, which you and your predecessors have heretofore paid

III }
IV }
V }
VI }
VII }
VIII }
IX }
X }

These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No CII).

SIMLA;

The 27th October 1894.



(Sd) ELGIN,

Viceroy and Governor-General
of India,

No. CXVIII.

ANAD granted to the CHIEF of TIGIRIA defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1894.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Tigiria in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Bonomali Khetrya Beerbur Chumptee Sing Mohapatra, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Bonomali Khetrya Beerbur Chumptee Sing Mohapatra, son of Raja Harihar Khetrya Beerbur Chumptee Sing Mohapatra, are hereby formally recognised as the Feudatory Chief of the Tigiria State, and you are permitted, as heretofore, to generally administer the territory of the said Tigiria State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall continue to pay the tribute or peshkash of Rupees Eight hundred and eighty-two per annum, which you and your predecessors have heretofore paid:—

III }
IV }
V }
VI }
VII }
VIII }
IX }
X }

These clauses are identical with the corresponding ones in the Sanad granted to Athgarh (see No. CII).

SIMLA;

The 27th October 1894.



(Sd.) ELGIN,

Viceroy and Governor-General

of India

No. CXIX

TREATY ENGAGEMENT executed by the RAJAH of BOAD and
 ATMULLICH, a TRIBUTARY MEHAL SUBORDINATE to
 CUTTACK, to the HONORABLE EAST INDIA COMPANY'S
 SPECIAL COMMISSIONERS, MESSRS HARCOURT and
 MELVILLE,—1801.

I Rajah B ~~number~~ Rao Rajah of Boad and Atmullich, in the presence
 of Orissa engaged faithfully to connect to abide by the engagements entered
 into by me with the Hon^{ble} East India Company's Commission in
 the following classes, to wit—

Clause 1—I will enter into a treaty in connection and friendship
 to the Hon^{ble} East India Company aforesaid.

Clause 2—I will consent to that effect, that no person who is
 an inhabitant of the Soondah belonging to the Hon^{ble} Company as aforesaid,
 said, and who may be found guilty of any offence, shall be arrested and
 detained by the Government.

Clause 3—I will consent to that effect, that no person who is a
 company's Government as aforesaid, shall be arrested and detained by the
 of my hillah to the Hon^{ble} Company as aforesaid, and I will consent to
 supplies when necessary at a price fixed by the Hon^{ble} Company as aforesaid,
 of pre-estimated, and I will consent to that effect, that no person who is
 any subject of the Hon^{ble} Company's Government as aforesaid, shall be
 proceeding by law or otherwise, and I will consent to that effect, that
 that no loss or damage shall be done to the Hon^{ble} Company as aforesaid.

Clause 4—I will consent to that effect, that no person who is a
 sition to the Hon^{ble} Government, I will consent to that effect, that no person
 depute a commission to the Hon^{ble} Government as aforesaid, and I will
 for the purpose of the Hon^{ble} Government as aforesaid, and I will consent
 to the practice, to living of any subject of the Hon^{ble} Government as aforesaid.

Mar 2nd, 1801.

For the Government

—

For the Rajah of Boad and Atmullich

No. CXX.

COUNTER-ENGAGEMENT executed on behalf of GOVERNMENT to
RAJAH BISSUMBUR DEO, RAJAH of KILLAH BOAD and
ATMULLICK,—1804.

We, Lieutenant-Colonel George Harcourt, commanding the victorious troops of the Honorable East India Company, and Commissioner of the Soobah of Orissa, and John Melville, Commissioner of the same, appointed by the most Noble the Marquis of Wellesley, Governor-General, for the settlement and pacification of the said Soobah, do, on behalf of the East India Company, execute this Engagement, as set forth in the following para. to Rajah Bissumbur Deo of Killah Boad and Atmullick, in the said Soobah of Orissa :—

Clause 1.—It is well known that those Rajahs who hold themselves in subordination and friendship with the said Government, are ever treated with gracious consideration by that Government; those who are its friend are treated as friends. If, therefore, you should prove yourself a friend and a well-wisher of that Government, it will never fail to act towards you in a like friendly manner. You will without care or disquiet continue to enjoy your Rajgee, and to maintain a friendly spirit in subordination and obedience to this Government.

(Sd.) G. HARCOURT, *Lieut.-Colonel,* }
 J. MELVILLE, } *Commissioners.*

Dated 3rd March 1804.

8th Zekudda 1211.

(True translation.)

WM. L. LACEY,

Ooriah Translator to Government.

No. CXXI.

*Translation of a Kabuliyyut executed by LACHANDRA, Sawant of Atmalik,
dated the 30th May 1819, 22nd Jeyth 1226, F.S.*

WHEREAS I, Lachandra, Sawant of Atmalik, do hereby promise to pay the sum of Rs. 3,600 (at the rate of 12 doganis per rupee), being the jum-

ma for three years fixed by Government for my whole estate of Pergunnah Atmalik, without pleading any excuse of calamity, that is to say, I agree to pay Rs 1,200 per annum from 1228 to 1230 according to instalments detailed below into the Sumbulpur Treasury as Government rent for my estate, and will make no objection of any kind Wherefore I do write these few lines in the shape of a kabulyut, to be used when required

No CXXII.

Dated Cuttack, the 12th November 1875

To RAJAH JOGENDRA SAWANT, of Killah Atmullik

WHEREAS the estate of Atmullik has been open to re settlement or revision since the 30th day of May 1821, but in consideration of the circumstances of Atmullik estate the settlement made with Luchendra Sawant has been allowed to stand, and whereas His Excellency the Viceroy and Governor General of India in Council having reason to be satisfied with the manner in which the affairs of Atmullik estate have been conducted by its former chiefs and by you, Rajah Jogendra Sawant has been pleased to direct that the present settlement be renewed for a period of 20 years you are hereby informed that the existing settlement of the estate of Atmullik is renewed with you for 20 years, commencing from the 1st day of the month of January 1876, and ending on the 31st day of the month of December 1895, under the conditions agreements, and stipulations detailed in the kabooliyats executed by Luchendra Sawant on 30th May 1819 You will pay the current fixed tribute, *vis*, Rs 480 per year, for a further period of twenty years from the 1st day of January 1876 The amount to be paid without delay or objection into the Cuttack District Treasury according to the following lists —

	Rs
First or Chayt kist, due on or before the last day of April	160
Second or Jeyt kist, due on or before the last day of June	160
Third or Assar kist, due on or before the last day of July	160
Total	480

T E RAVENSHAW,
Supdt. of Tributary Mehals

No. CXX.

COUNTER-ENGAGEMENT executed on behalf of GOVERNMENT to
RAJAH BISSUMBUR DEO, RAJAH of KILLAH BOAD and
ATMULLICK,—1804.

We, Lieutenant-Colonel George Harcourt, commanding the victorious troops of the Honorable East India Company, and Commissioner of the Soobah of Orissa, and John Melville, Commissioner of the same, appointed by the most Noble the Marquis of Wellesley, Governor-General, for the settlement and pacification of the said Soobah, do, on behalf of the East India Company, execute this Engagement, as set forth in the following para. to Rajah Bissumbur Deo of Killah Boad and Atmullick, in the said Soobah of Orissa :—

Clause 1.—It is well known that those Rajahs who hold themselves in subordination and friendship with the said Government, are ever treated with gracious consideration by that Government; those who are its friend are treated as friends. If, therefore, you should prove yourself a friend and a well-wisher of that Government, it will never fail to act towards you in a like friendly manner. You will without care or disquiet continue to enjoy your Rajgee, and to maintain a friendly spirit in subordination and obedience to this Government.

(Sd.) G. HARCOURT, *Lieut.-Colonel*, }
" J. MELVILLE, } *Commissioners.*

Dated 3rd March 1804.

8th Zekudda 1211.

(True translation.)

WM. L. LACEY,

Ooriah Translator to Government.

No. CXXI.

*Translation of a Kabuliyut executed by LACHANDRA, Sawant of Atmalik,
dated the 30th May 1819, 22nd Jeyth 1226, F.S.*

WHEREAS I, Lachandra, Sawant of Atmalik, do hereby promise to pay the sum of Rs. 3,600 (at the rate of 12 doganis per rupee), being the jum-

ma for three years fixed by Government for my whole estate of Pergunnah Atmalik, without pleading any excuse of calamity, that is to say, I agree to pay Rs 1,200 per annum from 1228 to 1230 according to instalments detailed below into the Sumbulpur Treasury as Government rent for my estate, and will make no objection of any kind Wherefore I do write these few lines in the shape of a kabulyut, to be used when required

No CXXII.

Dated Cuttack, the 12th November 1875


To RAJAH JOGENDRA SAWANT, of Killah Atmullik

WHEREAS the estate of Atmullik has been open to re-settlement or revision since the 30th day of May 1821, but in consideration of the circumstances of Atmullik estate the settlement made with Luchendra Sawant has been allowed to stand, and whereas His Excellency the Viceroy and Governor-General of India in Council having reason to be satisfied with the manner in which the affairs of Atmullik estate have been conducted by its former chiefs and by you, Rajah Jogendra Sawant, has been pleased to direct that the present settlement be renewed for a period of 20 years, you are hereby informed that the existing settlement of the estate of Atmullik is renewed with you for 20 years, commencing from the 1st day of the month of January 1876, and ending on the 31st day of the month of December 1895, under the conditions agreements, and stipulations detailed in the kabooliyats executed by Luchendra Sawant on 30th May 1819 You will pay the current fixed tribute, *viz*, Rs 480 per year, for a further period of twenty years from the 1st day of January 1876 The amount to be paid without delay or objection into the Cuttack District Treasury according to the following kists —

	Rs
First or Chayt kist, due on or before the last day of April	160
Second or Jeyt kist, due on or before the last day of June	160
Third or Assar kist, due on or before the last day of July	160
Total	480

T. E. RAYNESLEY,
Supdt. of Treasury, Cuttack

I, RAJAH JOGENDRA SAWANT, of Killah Atmullik, have received the original sunnud, of which this is a counterfoil, and I hereby agree to be strictly bound by the terms therein contained.



Seal of the
Rajah of
Athmalik.

No. CXXIII.

Translation of a Kabuliyut executed by RAJAH CHANDRA SIKHUR DEO, Zemindar of Boadh, dated November 1821.

I, RAJAH CHANDRA SIKHUR DEO, zemindar of Boadh, do hereby promise to pay Rs. 3,750 sicca kaledar, the amount of tribute fixed by the Honorable the East India Company for my entire estate, without pleading any excuse on the score of calamity, for a period of five years from 1231 to 1235 Nagpuri year. I, of my own free will and accord, promise to pay the same sum year by year according to the instalments noted below into the Sumbulpur treasury. I will make no excuse for non-payment; wherefore I write these few lines in the shape of a kabuliyut to be used when required.

No. CXXIV.

Translation of an Agreement executed by RAJAH CHANDRA SIKHUR DEO, Zemindar of Boadh, dated 17th February 1827, corresponding with 8th Falgoon 1234 Fusli, or 1236 Nagpuri year.

WHEREAS the police duties of my entire zamindari have been entrusted to me by the Government, and I have voluntarily accepted the obligation, I do therefore promise and place on record that I will discharge the duties thereof faithfully and honestly; and whatever suits may be instituted within my jurisdiction for money transaction, &c., I will decide them conscientiously and impartially, and will listen to all objections that may be brought forward, and decide the cases properly. If both parties shall agree to have their disputes settled by arbitration, I will appoint arbitrators, and instruct them to adjust the case without partiality. In the heinous criminal cases, viz., dacoity, plunder, murder, wounding, burglary, theft, and highway robbery, &c., which may occur in my zamindari, I will make thorough inquiries and apprehend the offenders, take evidence and honestly decide the cases. I will send reports of all such cases to the authorities. I will transmit the monthly papers on the 5th of the succeeding month to Sumbulpur by post, and will not conceal any crime. I will not oppress the ryots or inhabitants of my illaka. I will keep a vigilant watch on my am-

lah that they may not oppress any body I will not levy the prohibited cesses nor confine any one on account of it I have no claim on the intestate property—it belongs to Government, and whatever property of this kind may come into my hands, I will retain in my custody and report about it to the authorities If I act contrary to the following stipulations I shall be held responsible for it, and if it is proved against me, I shall submit to the penalties that may be inflicted on me. Wherefore I write these few lines in the shape of an agreement to be used when required

No. CXXV.

SANAD granted to RAJAH PITAMBER DEO of KILLAH BOAD on renewal of former settlement,—1875.

Whereas the Estate of Boad has been open to re-settlement or revision since the 30th day of November 1826, but in consideration of the circumstances of Boad Estate the settlement made with Rajah Chunder Sekur Deo has been allowed to stand, and whereas His Excellency the Viceroy and Governor General of India in Council having reason to be satisfied with the manner in which the affairs of Boad Estate have been conducted by its former Chiefs, and by you, Rajah Pitamber Deo, has been pleased to direct that the present settlement be renewed for a period of twenty years you are hereby informed that the existing settlement of the Estate of Boad is renewed

of Jan
under 1
execut
1827

a further period of 20 years from the 1st day of January 1876 The amount to be paid without delay or objection into the Cuttack District Treasury according to the following kists —

				<i>Rs a p</i>
1st or Chayt kist due on	or before the last of April	...	266	10 8
2nd or Jeyt ditto	ditto of June	.	266	10 8
3rd or Assar ditto	ditto of July		266	10 8
Total			800	0 0

(Sd) T E RAVENSHAW,

The 12th November 1875

Supdt., Tributary Mehals of Orissa

I, Rajah Petamber Deo, of Killah Boad, have received the original sunnud, of which this is a counterfoil, and I hereby agree to be strictly bound by the terms therein contained.

Seal of the
Rajah of
Boad.

Clause 6—In case any neighbouring Rajah, or any other person whatever, shall offer opposition to the said Government, I engage, on demand and without demur, to depute a contingent force of my own troops with the forces of Government for the purposes of coercion and investigation, and aforesaid Government, allowance) agreeably to I be present.

(True translation)

WM L LACEY,
Oorish Translator to Government

NO CXXVII.

KAOOL-NAMAH or COUNTER-ENGAGEMENT given on behalf of the Government to **RAJAH GOURFEE CHURN BHUNJ** of **KILIAH DUSPULLA**, by the **HONORABLE EAST INDIA COMPANY'S COMMISSIONER** for the **SOOBAB of CUTTACK**

We, Lieutenant-Colonel George Harcourt, commanding the victorious troops of the Honorable East India Company and Commissioner of the Soobah of Orissa and John Melville Commissioner of the same, appointed by the Most Noble the Marquis of Wellesley, Governor General for the settlement and pacification of the said Soobah do on behalf of the East India Company, execute this Engagement, as set forth in the following paras, to Rajah Gourree Churn Bhunj, Rajah of Killah Duspulla, in the said Soobah of Orissa

Clause 1—So long as he shall remain obedient and loyal to the Government of the East India Company no Peshkus or tribute, or payment, or nuzzur, or other demand shall be made on the said Rajah, or taken from him for the Rajgee of the said Rajah's Killah

Clause 2—The Government of the Honorable East India Company, it is well known, is ever gracious to those Rajahs who are always loyal and obedient to them and constant in the impartial administration of justice to all its subjects alike and therefore in like manner extends the same impartiality to the Rajahs such as have been indicated above and seeks always their prosperity and peace—therefore any just representation or complaints made to the Government by the said Rajah of Duspulla will meet with a decision in accord with justice

(Sd) G HARCOURT, *Lieut-Colonel* } *Commissioners*
" J. MELVILLE,

(No date attached to copy)

(A true translation)

WM L LACEY,
Oorish Translator to Government.

No. CXXVIII.

TREATY ENGAGEMENT executed by the RAJAH of KILLAH KEONJHUR, a Tributary Mehal subordinate to Cuttack, to the HONORABLE EAST INDIA COMPANY'S SPECIAL COMMISSIONERS for the SOOBAH of ORISSA, MESSRS. HARCOURT and MELVILLE,—1804.

I, Rajah Junardun Bhunj, of Killah Keonjhar, in the Soobah of Orissa, engage faithfully and correctly to abide by this Engagement, entered into by me with the Honorable East India Company, as contained in the following Clauses, to wit:—

Clause 1.—I will continue in constant friendship with the Honorable East India Company, holding myself in submission and loyalty to them, and regarding their enemies as my enemies.

Clause 2.—I will continue to pay, without demur, to the said Government as my annual peshkus or tribute 12,000 kahuns of Cowrees in three instalments, as specified herein below.

Clause 3.—I will, on demand to that effect, cause any person who is an inhabitant of the Soobah appertaining to the Honorable Company aforesaid, and who may have fled and come into my territory, to be forthwith arrested and delivered over to the Government.

Clause 4.—Should any person, who is a resident in my territories, commit a crime within the limits of the Mogulbundi, I hereby engage, on demand to that effect, to cause such person to be arrested and delivered over to the Government Authority. Moreover, I further bind myself, in cases where I may possess any claim or demand on one who is an inhabitant of the Mogulbundi, not of my own authority to enforce such claim, but I will notify the same to the constituted authority, and will act in accordance with such orders as may issue from him.

Clause 5.—I will take measures of precaution and care within my own territories, so as to prevent the passage, within my boundaries, of any troops, horse or foot, who may be the enemies of the said Company.

The tribute to be paid in the following instalments, to wit:—

In the month of Cheyt	...	... 4,000 kahuns.
Ditto ditto Jeyt	...	... 4,000 "
Ditto ditto Asar	...	... 4,000 "

Dated 16th December 1804.

1st Ramzan 1211.

(True translation.)

WM. L. LACEY,

Ooriah Translator to Government.

No. CXXIX.

KAOL-NAMAH or COUNTER-ENGAGEMENT given on behalf of the GOVERNMENT to JONARDUN BHUNJ, RAJAH of KILLAH KRONJHUR, 16th December* and delivered to PERSADBE DOSS, VAKERL.

We, Lieutenant Colonel George Harcourt, Commanding the victorious troops of the Honorable East India Company, and Commissioner of the Soobah of Orissa, and John Melville, Commissioner of the same, appointed by the Most Noble the Marquis of Wellesley, Governor General, for the settlement and pacification of the said Soobah, do on behalf of the East India Company, execute this acknowledgment as set forth in the following paras, to Rajah Jonardun Bhunj of Killah Keonjhur in the said Soobah of Orissa

le of the lands, whether called
were in the possession and enjoy-
uring the time of the Mahratta
the said Rajah of Keonjhar, and
further, we agree that besides the peskus (or tribute) hereinafter specified,
no demands shall be made or levied from him

Clause 2—The annual peshkus (or tribute) payable for the Rajgee of the said Killah, is fixed in perpetuity at 12,000 kahuns of Cowrees and no further payment, however trifling, whether as Nuzzur or supplies, or under whatsoever name, shall be demanded or taken from the said Rajah.

Clause 3—Any just representation
Kullah shall receive, on the part of the
an answer in accord with the amity subs...

(Signed) G HARCOURT, *Lieut.-Col.*

" J. MELVILLE.

(A true translation)

WM L. LACEY.

Ooriah Translator to Government.

* The original of this document does not bear the year on it, but there is little doubt it was granted in 1804.

No. CXXX.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Keonjhar in Orissa has hitherto been undoubted, and doubts have from time to time arisen with regard thereto, the Viceroy and Governor-General in Council, on the 12th March 1898, by a despatch to His Highness the Maharaja Dhunurjoy Narain, defining his status, and with reference to the BRITISH GOVERNMENT, to assuring His Highness that the same would be maintained.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Keonjhar in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto, His Excellency the Viceroy and Governor-General in Council is pleased to grant you, Maharaja Dhunurjoy Narain Bhunj Deo, the following sanad, with view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the Sanad of your other engagements with the British Government, to maintain in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You, Maharaja Dhunurjoy Narain Bhunj Deo,

SANAD.

SANAD.

I.—You, Maharaja Dhunurjoy Narain Bhunj Deo, son of Maharaja
adhar Narain Bhunj, are hereby formally recognised as the Feudatory
of the Keonjhar State, and you are permitted, as heretofore, to
rally administer the territory of the said Keonjhar State, subject to the
conditions hereinafter prescribed. In like manner your heirs and succe-
ssors shall become entitled to your privileges, and liable to your obligations;
and that no succession shall be valid until it has been recognised by
excellency the Viceroy and Governor-General in Council.

—You shall continue to pay the tribute of
and seven hundred and ten
of your predecessors.

—You shall continue to pay the tribute or peshkash of Rupees One and seven hundred and ten, anna one and pies three per annum, which your predecessors have heretofore paid exclusive of the tribute or of Rupees two hundred and sixty six, annas ten and pies eight to your credit by the Chief of Pal Lahera.

—You shall try in your Courts all criminal cases except (1) those in which the offence is capital and success-ful by the Viceroy and Governor-General in Council.

—You shall try in your Courts all criminal cases occurring in your
except (I) those in which Europeans are concerned, and (II)
offences, such as murder, homicide, daktaiti, robbery, and torture. You
the cases excepted above for disposal to the Superintendent of
Mahals or to such of his Assistants as he may indicate. Sen-
tary issued by you on criminal offenders shall be regulated by the
Governor of Bengal, and shall not exceed [unless His Honour is
entrust you with more extensive powers, in which case you shall
to exercise such further powers, in the manner, to the extent,
to the conditions, if any, which His Honour may prescribe] in
imprisonment, a term of two years, in the case of fines, a sum
and rupees, and in the case of whipping, thirty stripes. All
by you in criminal cases shall be subject to revision by the
nt, to whom you shall send the records of any case for which
shall deliver up any offender from
refuge in your State.

shall deliver up any offender from British or other territory, refuge in your State. You shall aid British officers who may

pursue criminals into your territory, and, in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation on the matter to the authorities concerned.

V.—You shall administer justice fairly and impartially to all alike.

VI.—You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

VII.—You shall levy no transit duties on grain, merchandise or any article of commerce passing through your State.

VIII.—You shall consult the Superintendent of the Tributary Mahals in all important matters of administration, and comply with his wishes. The settlement and collection of the land-revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt and opium, the concession of mining forest, and other rights, disputes arising out of any such concession, and disputes in which other States are concerned, shall be regarded as specially important matters and in respect to them you shall at all times conform to such advice as the Superintendent of the Tributary Mahals may give you.

IX.—The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

X.—All que
territory will be

and British
Mahals or
Bengal may
in that behalf, with two

Governor, unless in any such case you
be decided by such Superintendent, or
question shall be referred for his decision accordingly.

SIMLA;

(Sd) ELGIN,

The 25th October 1898.



Viceroy and Governor General
of India.

No. CXXXI.

TREATY ENGAGEMENT executed by the RAJAH OF KILLAH MOHUR BHUNJ, a Tributary Mehal subordinate to Cuttack, in the SOOBAN of ORISSA,—1829.

I, Rajah Judoonauth Bhunj, Bahadoor, of Killah Mohurbhunj, of Cuttack, do enter truly and honestly into this Engagement executed by me to the Government of the Honorable East India Company as hereinafter contained, to wit :—

Clause 1.—I will always maintain myself in submission and loyalty to the Honorable East India Company's Government.

Clause 2.—I engage for myself and my heirs and successors to pay annually in perpetuity, and without demur or excuse, as peshkus for the said Killah, 1,000 Sicca rupees, in the following instalments, to the said Government.

Clause 3.—If any resident of the said Soobah of Orissa should flee and come into my territories, I engage, on demand, to cause him to be immediately apprehended, and send him on to the authorities (for the time being).

Clause 4.—If any ryot belonging to my territories should commit an offence within the Mogulbundi boundaries, then, on demand to that effect, I engage to cause such offender to be apprehended and sent to the Authorities for trial. And should I have ground of claim on any resident of the Mogulbundi, I will refrain from enforcing such claim on such person of my own motion, but will notify the circumstance to the Authorities and act on such orders I may from him receive.

Clause 5.—I engage that whenever the troops of the Honorable Company's Government shall pass through my territories, I will direct the people of my Killah to supply, to the extent of their capability, all rissud and supplies, which shall be sold at fair prices. Further, I will on no manner of pretext whatever, ever stop or detain, or offer any let or hindrance to, any subject of the Honorable Company's Government, or to any other person whatever, who may be proceeding by land or water with goods or orders, or with any perwannah on the part of Government through my boundaries, and will rather take care that no loss or inconvenience shall befall such parties in life or goods.

Clause 6.—In case any neighbouring Rajah or any other person whatever shall offer opposition to the said Government, I engage, on demand and without demur, to depute a contingent force of my own troops with the forces of Government for the purpose of coercion and the bringing of such recusant into subjection to the aforesaid Government. Such contingent to receive only rations (or ration allowance) agreeably to the previously current practice, so long as they shall be present.

Clause 7—Whereas I have a six anna claim on the Government on account of the Khoonta Ghat or Ferry, I now of my own free will relinquish such claim, and agree and hereby declare that any such claim made by me, or that shall be made by my heirs and successors shall be false, and to be rejected

The instalments shall be as follows —

In Cheyt	..	..	Rs 335
, Jeyt	.	..	" 335
, Asar			, 331

Dated 1st June 1829

Signed by Rajah

Witnessed by—

1 SADHOO BHOOLA, of Mouza Gounteapoor, Mohurbhunj

2 RAM JENNA, of Totaparra, Killah Mohurbhunj

(True translation)

(Sd) WM L LACEY,

Orissa Translator to Government

NO CXXXII

TREATY ENGAGEMENT executed by the RANI of NILGIRI,—1833.

We Rani Chira Dei wife of Gohindchandra Mardaraj Harichandan, deceased, Zamindar of Killa Nilgiri and Shibacharan Patnaik, Dewan of Nilgiri, north of Cuttack district engage faithfully and correctly to abide by this Engagement entered into by us with the Honorable East India Company as contained in the following clauses, to wit —

Clause 1—I will always hold myself in submission and loyal obedience to the Honorable East India Company aforesaid

Clause 2—I will continue to pay, without demur to the said Government, as my annual peshkas or tribute $\frac{Rs}{3056} \frac{As}{11} \frac{C}{3} \frac{Kr}{2}$ Rupees three thousand six hundred fifty six, annas eleven, gandas three, Kauris two in three instalments as specified herein below

Clause 3—I will, on demand to that effect, cause any person who is an inhabitant of the Subah appertaining to the Honorable Company aforesaid and who may have fled and come into my territory, to be forthwith arrested and delivered over to Government

Clause 4—Should any person who is a resident in my territories commit a crime within the limits of the Mogalbandi, I hereby engage, on demand to that effect, to cause such person to be arrested and delivered over for trial to the Government Authority Moreover, I further bind myself, in cases where I may possess any claim or demand on one who is an inhabitant of such claim but will act in accordance

Clause 5—I engage that whenever the troops of the Honorable Company's Government shall pass through my territories, I will direct the

people of my Killa to supply, to the extent of their capability, all rasad and supplies, which shall be sold at fair prices. Further, I will on no manner of pretext whatever ever stop or detain, or offer any let or hindrance to, any subject of the Honorable Company's Government or to any other person whatever, who may be proceeding by land or water with goods or orders or with any parwana on the part of Government through my boundaries and will rather take care that no loss or mischief shall befall such parties in life or goods.

Clause 6.—In case any neighbouring Raja or any other person whatever shall disobey the said Government, I engage on demand and without demur to depute a contingent force of my own troops with the forces of Government for the purpose of rebuking and chastising such rebel and bringing him under the subjection of the aforesaid Government. Such contingent to receive only rations agreeably to the previously current practice, so long as they shall be present.

These shall be the instalments of my peshkas to be paid :—

			Rs.	As.	Ganda.	Kauris.
In the month of Cheyt	...	...	1,269	0	0	"
Ditto Jeyt	...	...	1,269	0	0	"
Ditto Asar	...	...	1,118	11	3	2
Total			3,656	11	3	2

Dated 21st March 1833.

MUKHTAR JAGANNATH BALLABH,

for most obedient servant, Rani Chira Dei, wife of Gobind
Chandra Mardraj Harichandan, deceased.

NO. CXXXIII.

SANAD granted to the CHIEF of PAL-LAHERA, defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1898.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Pal Lahera in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto, His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Ganeswar Pal, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You Raja Ganeswar Pal, son of Raja Mooni Pal Bahadur, are hereby formally recognised as the Feudatory Chief of the Pal Lahera State, and you are permitted, as heretofore, to generally administer the territory

of the said Pal Lahera State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges, and liable to your obligations, provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor General in Council.

II—You shall continue to pay the tribute or peshkash of Rupees Two hundred and sixty six, annas ten and pies eight per annum, which you and your predecessors have heretofore paid, for credit as a portion of the tribute or peshkash payable by the Keonjhar State, and your successors shall pay nazarana on succession in accordance with the general rules on that subject for the time being in force —

III }
IV }
V }
VI }
VII }
VIII }
IX }
X }

These clauses are identical with the corresponding ones in the Sanad granted to Keonjhar (see No CXXX)

SIMLA

The 28th October 1895.



(Sd) ELGIN,

Viceroy and Governor-General
of India.

NO. CXXXIV.

SUNNUD given to the Chief of Bonai on renewal of the former settlement.

WHEREAS the estate of Bonai has been open to resettlement or revision since the 17th day of February 1832, but in consequence of the said estate being backward and there appearing no particular reason for revision or resettlement, the settlement made with you, Rajah Inder Deo on the 17th day of February 1827 has been allowed to stand, and whereas His Excellency the Viceroy and Governor-General of India in Council having reason to be satisfied with the manner in which you, Rajah Inder Deo, have discharged your duties, has been pleased to direct that the present settlement be renewed for a period that the existing settlement

you for twenty years, commencing from the 1st day of April 1875 and ending on the 31st day of the month of April 1895 under the conditions, agreements and stipulations detailed in the kabulyat executed by you on the 17th day of February 1827 aforesaid

Sunnud issued on the 24th December 1875

W. LE F. ROBINSON,

Commissioner of Chota Nagpore.

No. CXXXV.

SUNNUD given to the Chief of **GANGPORE** on renewal of the former settlement.

WHEREAS the estate of Gangpore has been open to resettlement or revision since the 17th day of February 1832, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Rajah Pursooram Sikhar Deo on the 17th day of February 1827 has been allowed to stand; and whereas His Excellency the Viceroy and Governor-General of India in Council having reason to be satisfied with the manner in which you, Rajah Rughoonath Sikhar Deo, have discharged your duties, has been pleased to direct that the present settlement be renewed for a period of twenty years; you are hereby informed that the existing settlement of the said estate of Gangpore is renewed with you for twenty years, commencing from the 5th day of the month of November 1875, and ending on the 4th day of the month of November 1895, under the conditions, agreements, and stipulations detailed in the kabulyat executed by your late ancestor, the said Rajah Pursooram Sikhar Deo, on the 17th February 1827 aforesaid.

Sunnud issued on the 3rd March 1876.

W. LE F. ROBINSON,
Commissioner of Chota Nagpore.

No. CXXXVI.

SANAD granted to the **CHIEF** of **BONAI**, defining his status, powers, and position with reference to the **BRITISH GOVERNMENT**,—1899.

WHEREAS the status and position with reference to the British Government of the Tributary Mahal of Bonai in Chota Nagpur has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Chandra Deo, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You Raja Chandra Deo, son of Raja Inder Deo Bahadur, are hereby formally recognised as the Feudatory Chief of the Bonai State, and you are permitted, as heretofore, to generally administer the territory of the said Bonai State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II —You shall, during the next twenty years, pay a tribute or peshkash of rupees five hundred, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force

III —You shall conform in all matters of law and order and the administration of your State, to the instructions issued by His Honour the Lieutenant Governor of Bengal. You will appoint such officers, and pay them such emoluments as on full consideration of the circumstances and of such representations as you may wish to make, may, from time to time appear necessary to His Honour the Lieutenant-Governor of Bengal, for the proper hearing of cases and administration of justice in your State. It will also be competent to you to nominate for appointment by His Honour as Honorary Magistrates or Munsifs such other persons as you may wish to be so appointed from time to time.

IV —You shall deliver up any offender from British or other territory who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and, in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation on the matter to the authorities concerned.

V —You shall administer justice fairly and impartially to all alike.

VI —You shall recognise and maintain the rights of all your people and you shall on no account oppress them or suffer them to be in any way oppressed.

VII —You shall levy duties, or other articles payable with the permission of His Honour the

VIII —You shall consult the Commissioner of Chota Nagpur in all important matters of administration and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt and opium, the concession of mining forest, and other rights, disputes arising out of any such concession, and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Commissioner may give you.

for other reasons, and it will not necessarily be granted to your successor

X.—All questions as to boundaries between your State and British or other territory will be dealt with by the Commissioner of Chota Nagpur or such other officers as the Government of India or His Honour the Lieutenant-Governor of Bengal may appoint, either generally, or specially in that behalf,

with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Commissioner or other officer alone in which case the question shall be referred for his decision accordingly.

<p>CALCUTTA; <i>The 11th April 1899.</i> </p>	}	<p>CURZON OF KEDLESTON, <i>Viceroy and Governor-General of India.</i> </p>
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No. CXXXVII.

SANAD granted to the CHIEF of GANGPUR, defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1899.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Gangpur in Chota Nagpur has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Raghunath Sikhar Deo, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you :—

SANAD.

I.—You Raja Raghunath Sikhar Deo, son of Lal Pitamber Sikhar Deo, are hereby formally recognised as the Feudatory Chief of the Gangpur State, and you are permitted, as heretofore, to generally administer the territory of the said Gangpur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II.—You shall, during the next twenty years, pay a tribute or pesh-kash of rupees one thousand two hundred and fifty, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force :—

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 VI }
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 VIII }
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These clauses are identical with the corresponding ones in the Sanad granted to Bonai (see No CXXXVI)

CALCUTTA

CURZON OF KEDLESTON,

The 8th March 1899

Viceroy and Governor-General of India

NO CXXXVIII

SANAD granted to the CHIEF of BONAI defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—
 1905

SANAD

To—Raja Ind a Deo

Whereas the status and position with reference to the British Government of the Tributary Mahal of Bonai in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto His Excellency the Viceroy and Governor General in Council is pleased to grant to you, Raja Indra Deo, the following sanad in supersession of that granted to your father on the 11th April 1899 with a view to assuring you that the British Government will continue as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you —

1 You Raja Indra Deo son of Raja Chandra Deo, are hereby formally recognised as the hereditary Chief of the Bonai State, and you are permitted as heretofore to administer generally the territory of the said Bonai State, subject to the conditions hereinafter prescribed In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council

2 You shall during the next fourteen years, pay a tribute or peshkash of rupees five hundred and this amount may be revised thereafter, if His Excellency the Viceroy and Governor General in Council should so direct Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force.

3 You shall conform in all matters concerning the preservation of law and order and the administration of justice generally, within the limits of your State to the instructions issued from time to time for your guidance by His Honour the Lieutenant Governor of Bengal You will appoint such

officers, and pay them such emoluments as, on full consideration of the circumstances and of such representations as you may wish to make, may, from time to time, appear necessary to His Honour the Lieutenant-Governor of Bengal for the proper hearing of cases and administration of justice in your State. It will also be competent to you to nominate for appointment by His Honour as Honorary Magistrates or Munsifs such other persons as you may wish to be so appointed from time to time.

4. You shall deliver up any offender from British or other territory who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and, in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation on the matter to the authority concerned;

5. You shall administer justice fairly and impartially to all alike.

6. You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

7. You shall levy no tolls or duties of any kind on grain, merchandise, or other articles passing into, or out of, or through, your State without the permission of His Honour the Lieutenant-Governor of Bengal.

8. You shall consult the Commissioner of Orissa, or any officer duly vested with authority by the Lieutenant-Governor of Bengal, in all important matters of administration, and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt, and opium, the concession of forest and other rights, disputes arising out of any such concession, and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Commissioner of Orissa or such other officer may give you.

9. The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

10. All questions as to boundaries between your State and British or other territory will be dealt with by the Commissioner of Orissa or such other officer as the Government of India or His Honour the Lieutenant-Governor of Bengal may appoint, either generally or specially, in that behalf, with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Commissioner or other officer alone, in which case the question shall be referred for his decision accordingly.

CALCUTTA ;

The 23rd December 1905. }

(Sd.) MINTO,

Viceroy and Governor-General of India.

Seal.

No. CXXXIX.

SANAD granted to the CHIEF of GANGPUR, defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1905.

SANAD.

To—Raja Raghunath Sikhar Deo

Whereas the status and position with reference to the British Government of the Tributary Mabal of Gangpur in Orissa has hitherto been undefined, and doubts have from time to time arisen with regard thereto, His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Raghunath Sikhar Deo, the following sanad, in supersession of that granted to your father on the 8th March 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you —

1 You, Raja Raghunath Sikhar Deo, son of Lal Pitamber Sikhar Deo, are hereby formally recognised as the Feudatory Chief of the Gangpur State, and you are permitted, as heretofore, to administer generally the territory of the said Gangpur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor General in Council

2 You shall, during the next fourteen years, pay a tribute or peshkash of rupees one thousand two hundred and fifty, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force

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These clauses are identical with the corresponding ones in the Sanad granted to Bonai (see No CXXXVIII)

(Sd) MINTO,
Viceroy and Governor-General of India.

CALCUTTA;

The 23rd December 1905.

Seal.

No. CXL.

SUNNUD granted to RAJAH TRIBHOOKUN DAO, of Bamra,—dated Simla, the 20th May 1865.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, in fulfilment of this desire, this Sunnud is given to you to convey to you the assurance that on failure of natural heirs, the British Government will recognise and confirm any adoption of a successor made by yourself, or by any future Chief of your State, that may be in accordance with Hindoo law and the customs of your race.

2. Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the grants or engagements which record its obligations to the British Government.

(Sd.) JOHN LAWRENCE.

Lord Canning also issued a similar adoption Sanad in March 1860 to the Rajah of Kalahandi or Narcond, and it is doubtful whether this or the one above was delivered to the Chief. Neither can be discovered (1900) among the Chief's own papers, but it is probable that the one above is the one actually given to him.

No. CXLI.

Adoption Sunnud granted to RAJAH BISHEN CHUNDER ZENAMOONEE of Rehracole,—dated Simla, the 23rd May 1865.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, in fulfilment of this desire, this Sunnud is given to you to convey to you the assurance that on failure of natural heirs, the British Government will recognise and confirm any adoption of a successor made by yourself, or by any future Chief of your State, that may be in accordance with Hindoo law and the customs of your race.

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to you so
conditions
British Government.

the engagement thus made
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record its obligations to the

(Sd) JOHN LAWRENCE

No. CXLII.

Sanad granted by the Chief Commissioner, Central Provinces, m
1867.

To

BISHUNCHUNOER ZEENAMUNEE, RAJAH of REHRACOLE.
TRIBHOOBUN DEO BAHADOOR, RAJAH of BAMRAH
NELADREE SINGH DEO BAHADOOR, RAJAH of SONEPOOR.
OODIT PRATAP DEO, RAJAH of KHAROND, or KALAHUNDY.
SOOR PRATAP DEO, MAHARAJAH of PATNA

Whereas you were formerly a Tributary Chief of a Gurjat State, His
Excellency the Viceroy of India in Council has now been pleased to recog-
nize you a Feudatory and to permit you to govern your own territories in
all matters whether Criminal Civil or Revenue with the following proviso,
that in the event of any
ment you will before pa
the case up to the Comm
such officer as shall be no
tion

Your nomination to be a Feudatory is also subject to the following
conditions, and should you fail in complying with any of them, you will be
liable to have your powers as a Feudatory circumscribed

1 That you shall pay regularly the tribute of Rs * , now fixed for
20 years v

*Rajah of Rehracole	580	year 1887	he
Rajah of Bamrah	350		de
Rajah of Sonopore	5,000	liable to re	n,
Rajah of Kharond	3,550	or at any time thereafter,	that the Government may
Maharajah of Patna	600	think fit	

2 That you shall deliver up any offender from British or other terri-
tory who may take refuge in your State that you will aid British officers
who may pursue criminals into your territory, and that in the event of
offenders from your State taking refuge in British or other territory you
will make a representation in the matter to the authorities concerned

3 That you shall do your utmost to suppress crimes of all kinds in
your State

4 That you shall administer justice fairly and impartially to all
alike

5. That you shall recognize the rights of all your people and continue them in the same—and that on no account shall you oppress them or suffer them in any way to be oppressed.

6. That you shall levy no transit duties on grain, merchandize, or on any article of commerce passing through your State.

7. That you shall accept and follow such advice and instructions as may be communicated to you by the Commissioner of the Chutteesgurh Division, the Deputy Commissioner of Sumbulpore, or any officer duly vested with authority by the Chief Commissioner, Central Provinces.

8. That you shall appoint an approved Vakeel to be a permanent resident at the Sudder Station of the Sumbulpore District, in view to all orders affecting your State being communicated through him to you.

9. That you shall manage your abkaree revenue in such manner as not to interfere with the revenue of adjacent British territory; and that if your abkaree arrangements do so interfere, the Chief Commissioner shall have authority to raise your tribute by Rs. * per annum, until your abkaree arrangements are again satisfactory.

* Rajah of Rehrahole	1,000
" " Bamrah	500
" " Sonopore	1,000
" " Kharond	1,000
Maharajah of Patna	1,000

THE RESIDENCY, NAGPORE; }

4th September 1867.

(Sd.) J. H. MORRIS,

Officiating Chief Commissioner.

NO. CXLIII.

SANAD granted to the CHIEF of BARMA defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1905.

Whereas you were formerly a Tributary Chief of a Gurjat State His Excellency the Viceroy of India in Council has been pleased to recognise you as Feudatory, and to permit you to govern your own territory in all matters, whether criminal, civil, or revenue, with the following proviso; that in the event of any offender appearing to you to merit capital punishment you will, before passing order for carrying out such sentence, send the case up to the Commissioner, Orissa Division, or such other officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions, and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed:—

1. That you shall pay regularly the tribute of Rs. 1,500 fixed for 20 years, viz., from the year 1888 to the year 1908 A. D., and that the said

tribute shall be liable to revision at the expiration of the said term or at any time thereafter that the Government may think fit

2 That you shall deliver up any offender from British or other territory who may take refuge in your State, that you will aid British officers who may pursue criminals into your territory and that in the event of offenders from your State taking refuge in British or other territory you will make a representation in the matter to the authorities concerned

3 That you shall do your utmost to suppress crimes of all kinds in your State

4 That you shall administer justice fairly and impartially to all alike

5 That you shall recognise the rights of all your people and continue them in the same, and that on no account shall you oppress them or suffer them in any way to be oppressed

6 That you shall levy no transit duties on grain, merchandise, or any article of commerce passing through your State

7 That you shall accept and follow such advice and instructions as may be communicated to you by the Commissioner of the Orissa Division, or any officer duly vested with authority by the Lieutenant-Governor of Bengal

8 That you shall appoint an approved Vakil to be permanent resident at the Sadr Station of the Sambalpur District, in view to all orders affecting your State being communicated to you

9 That you shall manage your Abkari revenue in such manner as not to interfere with the revenue of adjacent British territory and that if your Abkari arrangements do so interfere, the Lieutenant Governor of Bengal shall have authority to raise your tribute by Rs 500 per annum until your Abkari arrangements are again satisfactory

(Sd) MINTO,

Viceroy and Governor-General of India.

CALCUTTA,

The 23rd December 1905 }

Seal.

No. CXLIV.

SANAD granted to the CHIEF of KALAHANDI (or KAROND) defining his status, powers, or position with reference to the BRITISH GOVERNMENT,—1905.

His Excellency the Viceroy of India in Council has been pleased to recognise you as Feudatory, and to permit you to govern your own territory in all matters, whether criminal, civil, or revenue, with the following proviso; that in the event of any offender appearing to you to merit capital punishment you will, before passing order for carrying out such sentence, send the case up to the Commissioner, Orissa Division, or such other officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions, and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed:—

r. That you shall pay regularly the tribute of Rs. 12,000 fixed for 20 years, *vis.*, from the year 1888 to the year 1908 A.D., and that the said tribute shall be liable to revision at the expiration of the said term or at any time thereafter that the Government may think fit.

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These clauses are identical with the corresponding ones in the Sanad granted to Bamra (see No. CXLIII).

9. That you shall manage your Abkari revenue in such manner as not to interfere with the revenue of adjacent British territory; and that if your Abkari arrangements do so interfere, the Lieutenant-Governor of Bengal shall have authority to raise your tribute by Rs. 1,000 per annum until your Abkari arrangements are again satisfactory.

(Sd.) MINTO,

Viceroy and Governor-General of India.

CALCUTTA;

The 23rd December 1905.

Seal.

No. CXLV.

SANAD granted to the CHIEF of PATNA defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1905.

tributary Chief of a Gurjat State, His Council has been pleased to recognise you to govern your own territory in all matters, whether criminal, civil, or revenue, with the following proviso, that in the event of any offender appearing to you to merit capital punishment you will, before passing order for carrying out such sentence, send the case up to the Commissioner, Orissa Division, or such other officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions, and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed —

1. That you shall pay regularly the tribute of Rs 8,500 fixed for 20 years, *vis*, from the year 1888 to the year 1908 A D, and that the said tribute shall be liable to revision at the expiration of the said term or at any time thereafter that the Government may think fit.

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5 } These clauses are identical with the corresponding ones in the
6 } Sanad granted to Bamra (see No. CXLIII).
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9. That you shall manage your Abkari revenue in such manner as not to interfere with the revenue of adjacent British territory, and that if your Abkari arrangements do so interfere, the Lieutenant-Governor of Bengal shall have authority to raise your tribute by Rs. 1,000 per annum until your Abkari arrangements are again satisfactory.

(Sd) MINTO,

Viceroy and Governor-General of India.

CALCUTTA ;

The 23rd December 1905 }

Seal

No. CXLVI.

SANAD granted to the CHIEF of REIRAKHOL defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1905.

Whereas you were formerly a tributary Chief of a Gurjat State, His Excellency the Viceroy of India in Council has been pleased to recognise you as feudatory, and to permit you to govern your own territory in all matters, whether criminal, civil, or revenue, with the following proviso; that in the event of any offender appearing to you to merit capital punishment you will, before passing order for carrying out such sentence, send the case up to the Commissioner, Orissa Division, or such other officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions, and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed :—

1. That you shall pay regularly the tribute of Rs. 800 fixed for 20 years, *viz.*, from the year 1888 to the year 1908 A.D., and that the said tribute shall be liable to revision at the expiration of the said term or at any time thereafter that the Government may think fit.

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These clauses are identical with the corresponding ones in the Sanad granted to Bamra (see No. CXLIII).

9. That you shall manage your Abkari revenue in such manner as not to interfere with the revenue of adjacent British territory; and that if your Abkari arrangements do so interfere, the Lieutenant-Governor of Bengal shall have authority to raise your tribute by Rs. 1,000 per annum until your Abkari arrangements are again satisfactory.

(Sd.) MINTO,

Viceroy and Governor-General of India.

CALCUTTA;

The 23rd December 1905.

Seal.

No. CXLVII.

SANAD granted to the CHIEF of SONPUR defining his status, powers, and position with reference to the BRITISH GOVERNMENT,—1905

Whereas you were formerly a tributary Chief of a Gurjat State, His Excellency the Viceroy of India in Council has been pleased to recognise you as Feudatory, and to permit you to govern your own territory in all matters, whether criminal, civil, or revenue, with the following proviso, that in the event of any offender appearing to you to merit capital punishment you will, before passing order for carrying out such sentence, send the case up to the Commissioner, Orissa Division, or such other officer as shall be nominated by the British Government, for confirmation

Your nomination to be a Feudatory is also subject to the following conditions and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed —

1. That you shall pay regularly the tribute of Rs. 9000 fixed for 20 years, *vis* from the year 1888 to the year 1908 A D, and that the said tribute shall be liable to revision at the expiration of the said term or at any time thereafter that the Government may think fit

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These clauses are identical with the corresponding ones in the sanad granted to Bamra (see No CXLIII)

9 That you shall manage your Abkari revenue in such manner as not to interfere with the revenue of adjacent British territory, and that if your Abkari arrangements do so interfere the Lieutenant Governor of Bengal shall have authority to raise your tribute by Rs 1,000 per annum until your Abkari arrangements are again satisfactory

(Sd) MINTO,

Viceroy and Governor-General —

CALCUTTA,

The 23rd December 1905 }

Seal

No. CXLVIII.

AGREEMENT entered into by the CHIEF of BAMRA regarding the cession of land in the BAMRA STATE, with the JURISDICTION thereon, required for the BENGAL-NAGPUR RAILWAY,—1891.

I, Sudhal Deo, C.I.E., the Feudatory Chief of the Bamra State in the District of Sambulpur, do in virtue of all powers and authorities as far as I can or may, by these presents grant and convey unto Her Maesty, the Empress of India, Her Heirs, Representatives and Assignees the strip of land comprising 615 (six hundred and fifteen) acres, 1 (one) wood, and 22-38 (twenty-two-thirty-eight) poles situate in my territories within the Mauzahs mentioned in the schedules appended, and bounded as per land plans annexed, the same having been surveyed and demarcated for the purpose of the Bengal and Nagpur Railway, including the roac with its bridges, etc., and all stations, workshops, store-houses, and the like necessary for the proper working of the line when opened, as per map hereto attached, together with all the proprietary right and interest possessed by me, the said Feudatory Chief, my heirs and representatives in and over the soil of the lands hereinbefore mentioned, free from all present and future demand on account of revenue or rent.

2. I, the said Feudatory Chief, further agree and by these presents declare that for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore mentioned, the civil and criminal jurisdiction shall vest in Her Majesty the Empress of India, Her Heirs, Representatives, and Assignees. In witness whereof I, the said Feudatory Chief, set my hand and seal this fifteenth day of February eighteen hundred and ninety-one.

Signed, sealed and delivered.

Witnesses—

(Sd.) KHUBRAM MARWAREE.

" MUKHRAM MARWAREE.

(Sd.) SUDHAL DEO, C.I.E.,
Feudatory Chief of Bamra.

P.S.—The lands are bounded as per map of the Public Works Department hereto attached.

WITNESS—

(Sd.) KHUBRAM MARWAREE. }
" MUKHRAM MARWAREE. }

The 15th day of February 1891.

(Sd.) J. P. GOODRIDGE,
Political Agent.

The 17th February 1891.

(Sd.) M. M. BOWIE,
*Offg. Commr., Chattisgarh Division, Raipur,
Central Provinces.*

The 9th March 1891.

Here follow the schedules, the plan and the map.

IV—POLITICAL STATES OF CHOTA NAGPUR

Saraikala and Kharsawan—In 1833 the South Western Frontier Agency was created which contained, among others, the nine States noted

Sarguja	Korea	on the margin	The designation of the Agency
Udaipur	Bona	was changed in 1854	in that of "Commissioner-
Jashpur	Chang Bhakar	ship of Chota Nagpur"	In October 1905 Sarguja,
Gangpur	Saraikala	Udaipur, Jashpur, Korea, and Chang Bhakar were	
	Kharsawan	transferred to the Central Provinces, while Gangpur and Bona were	
		placed under the charge of the Commissioner of Orissa.	

The Singhbhum country was never conquered by the Marathas, and was in the position of an independent State when Raja Ghansham Singh tendered his allegiance to the British Government in 1818. The object of the Raja in so doing was partly to be recognised as owning the allegiance of his kinsmen, the Raja of Saraikala and the Thakur of Kharsawan, whose estates are situated in the Singhbhum country, and partly to procure assistance in subduing the refractory tribe of the Larka Kols. The Raja's pretensions to supremacy were not recognised. An Agreement (No CXLIX) was in 1820 taken from him only as regards his own estate. It is believed that separate engagements were taken from the Raja of Saraikala and the Thakur of Kharsawan, but no copies of these are extant.

(1) PORAHAT.

Part of the Estate of the Raja of Singhbhum, afterwards styled the Raja of Porahat, was confiscated in January 1858 for rebellion, and granted to the Raja of Saraikala and the Thakur of Kharsawan, while Rs 97 paid as quit-rent by the Thakur of Anandpur, whose Estate was held in subordination to the Raja of Porahat, were remitted in perpetuity. The remainder of the Singhbhum Raja's Estate was sequestered during the Raja's lifetime, and Government declared that on his death a member of his family should be re-instated in Porahat. Arjun Singh, the *ex* Raja, was in 1862 granted an increased pension of Rs. 400, which was raised to Rs 600 in 1888. He died in March 1890. By Act II of 1893 it was enacted that the Estate should thenceforth be part of the Singhbhum district. Certain portions of the Estate were granted in 1859 to divers individuals, and in 1895, by an Indenture dated the 4th October (No CL), the unalienated portion was granted as an inalienable, impartible, revenue-free *samindari* to Arjun Singh's only son, Kumar Narpal Singh, who was granted in November 1901 the title of Raja as a personal distinction.

In 1863 the Government of Bengal issued certain rules for the guidance of the Chiefs of the Tributary Mahals of Chota

administration of justice in their respective jurisdictions. By these judicial powers of these Chiefs were limited to sentences of imprisonment to two years, or to fines not exceeding Rs. 50; or, subject to confirmation by the Commissioner of Chota Nagpur, to sentences of imprisonment to five years, and fines not exceeding Rs. 200. They had no power of whipping, and all orders passed by them were subject to revision by the Commissioner. The rules also dealt with the management of prisons, etc., in their States.

In 1891 the Secretary of State decided that these States were part of British India, and the Chiefs were formally recognised as feudatories in the new sanads granted them in 1899.

The powers exercised by British Courts in respect of criminal arising in these States have been regularised by the Notifications of the Foreign Department No. 640-I.B., dated the 8th March 1899, and No. 1. B., dated the 22nd January 1904, and the law and procedure by which such Courts are to be guided have been indicated by that Department Notification No. 2690-I.B., dated the 16th September 1899.

The Commissioner of Chota Nagpur is Political Agent for the States and is assisted by the Deputy Commissioner of Singhbhum.

(2) SARAİKALA.

The Rajas of Saraikala have always been distinguished for loyalty to the British Government. Raja Ajambar Singh died in 1837 of illness brought on by exposure and fatigue in the Kol campaign, in the course of which he rendered important services. His son and successor, Raja Chakradhar Singh Deo, who in 1856 received the title of Raja Bahadur as a personal distinction, gave valuable assistance during the Singhbhum mutiny of 1857, and during the Keonjhar campaign in 1868. He was rewarded for his services on the former occasion with a khilat and with a portion of the sequestered Estate of the Raja of Porahat, for which in 1860 he received a Sanad (No. CLI). Chakradhar Singh died in 1883, and was succeeded by his son, the present Raja, Kunwar Udit Narayan Singh, who was born on the 16th January 1849. On account of the services of his father and grandfather, as well as on account of his own character, the title of Raja Bahadur was in 1884 continued to the Kunwar as a personal distinction. In 1899 he was granted a Sanad (No. CLII).

In 1888 the Chief ceded civil and criminal jurisdiction over the lands required in his state by the Bengal-Nagpur Railway.

The area of Saraikala is 449 square miles; its population, according to the census of 1901, 104,539; and its revenue (1905) Rs. 1,05,629.

It pays no tribute The State possesses (1905) 4 serviceable and 3 unserviceable guns

Saraikala is liable to the nazarana rules.

(3) KHARSAWAN.

Raja Ganga Ram Singh of Kharsawan was also rewarded for his services in the Singhbhum mutiny of 1857 with a portion of the sequestered Estate of the Raja of Porahat, for which in 1860 he received a Sanad (No CLIII) The State, owing to the minority of the late Chief, on whom, like his predecessors, the title of Thakur was conferred as a personal distinction in 1891, was under the direct administration of Government from 1884 to 1890 In 1899, Thakur Mahendra Narayan Singh Deo was granted a Sanad (No CLIV) He died on the 6th February 1902, and was succeeded by his son, Sriram Chandra Singh Deo, who was born on the 5th July 1892, during whose minority the State is again under Government management

Mahendra Narayan Singh Deo ceded in 1888 civil and criminal jurisdiction over the lands required in his State by the Bengal-Nagpur Railway. He was then a minor, and the deed was also signed by his guardian the Deputy Commissioner of Singhbhum The deed was ratified in 1892 by the Thakur after attaining his majority

Kharsawan contains an area of 153 square miles and a population, according to the census of 1901, of 36,540 Its revenue (1905) was Rs 40,010 It pays no tribute The State possesses (1905) two unserviceable guns

Kharsawan is liable to the nazarana rules

(4) LARKA KOLS

The Larka Kols were subdued in 1821, and an Agreement (No CLV) was made with them, by which they bound themselves to be subject to the British Government and to pay a fixed tribute to their Chiefs But in consequence of repeated outrages, it was found necessary to send a force against them in 1836, when fresh arrangements were verbally made and solemnly sworn to, by which they bound themselves to obey, and pay revenue to, the British Government In 1838 each of the headmen received a Sanad (No CLVI) and patta in the former of which all the conditions which they had sworn to abide by were specified Whenever a new headman is appointed he receives a sanad, and swears to abide by the conditions In 1857 a large number of the Larka Kols espoused the cause of the Raja of Porahat, but on the restoration of order they reverted to peaceful pursuits

No. CXLIX.

TRANSLATION of a KUBOOLYUT taken from RAJAH GHUNSHAM
SING DEO OF PORAHAT, in SINGBHOOM, dated 1st February 1820.

Whereas His Excellency the Most Noble the Governor-General in Council has been graciously pleased to extend to me the protection of the Honourable Company, and to admit me within the list of Feudal Tributaries of the British Empire in India, I hereby engage and bind myself and my posterity to a loyal devotion to the interest of my new Sovereign, and the most implicit obedience to such orders as I or they may, from time to time, receive from a competent authority. I further engage for the purpose of marking my Feudal dependence on the British Government to pay an annual tribute of 101 Sicca Rupees to be given with the year 1226 (1st Bhadon) 1818, and to be paid in the month of Poos, to the person who may be appointed to receive it by His Lordship in Council.

Should I or my posterity wilfully fail in the observance of these stipulations, I hereby declare myself and them liable to such notice of, or punishment for, the infringement, as it may appear to the British Government for the time being to deserve.

TRANSLATION of the POTTAN given to RAJAH GHUNSHAM
SING DEO OF PORAHAT, in SINGBHOOM, dated 1st February 1820.

In return for the Engagement which you have executed and delivered to Captain Ruddell, I am authorized and directed by the British Government to assure you of the protection of the Honourable Company, the efficient benefit of which, in your maintenance in all your existing rights, privileges, and possessions, you and your posterity will continue to enjoy, so long as you and they shall faithfully abide by the stipulations to which you have pledged yourself and them.

No. CL.

INDENTURE relating to the grant of the ZAMINDARI of PORAHAT
to KUMAR NARPAT SINGH, son of RAJA ARJUN SINGH,
the late EX-RAJA of PORAHAT—1895.

THIS INDENTURE made the fourth day of October one thousand eight hundred and ninety-five BETWEEN THE SECRETARY OF STATE FOR INDIA IN COUNCIL, hereafter called the Secretary of State, of the one part and KUMAR

NARPAT SINGH at present of Benares son of Raja Arjun Singh deceased, the late *ex* Raja of Porahat, of the other part

WHEREAS the Raj Estate of Porahat prior to its confiscation by the British Government was a Tributary Native State in the nature of an impartible and inalienable Raj the succession to which was regulated by the custom of primogeniture

AND WHEREAS in the year one thousand eight hundred and fifty-eight the said Arjun Singh the then Raja of Porahat was deposed and his estate was confiscated by the British Government and as from the date of such confiscation the said Porahat estate has been dealt with as British territory and the same was by proclamation declared and appointed by the Governor General in Council to be subject to the Lieutenant Governor of Bengal, and by Act II of 1893 of the said Governor-General in Council it was enacted that the estate should thenceforth become and be part of the Singhbhum District

AND WHEREAS certain portions of the said Porahat estate were afterwards granted to divers individuals by the Government of India,

AND WHEREAS the said Raja Arjun Singh died on or about the second day of March one thousand eight hundred and ninety leaving the said Kumar Narpat Singh his only son and the Governor-General in Council has now decided as an act of grace to grant the unalienated portion of the said Porahat estate to the said Kumar Narpat Singh as and from the first April one thousand eight hundred and ninety one to be held by him and his lineal heirs male according to the custom of lineal primogeniture (the eldest male of the eldest branch being preferred) as an inalienable and impartible revenue-free zemindari

AND WHEREAS it is necessary in the opinion of the legal advisers of the Governor General in Council to resort to special legislation to give due validity to the condition of inalienability and impartibility subject to which the grant of the said estate is to be made and it is accordingly intended that these presents shall be ratified and confirmed by an Act to be passed by the Governor-General in Council

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and as an act of grace the said Secretary of State doth hereby direct and appoint that all and every the lands now forming the unalienated portions of the Original Porahat Raj and which are now called or known as the Porahat estate and are more particularly described in the schedule hereunder written (expressing the tenure of the Original and made a Governmen

said Porahat estate) shall as from the first April one thousand eight hundred and ninety one be vested in and be for ever held and enjoyed by the said Kumar Narpat Singh and such one among his lineal heirs male as under the limitations and conditions hereinafter contained may be successively entitled thereto with and subject to the incidents powers limitations and

conditions as to impartibility and inalienability and otherwise hereinafter contained, that is to say—

(1) THAT the said Kumar Narpat Singh and his successors save in so far as is otherwise expressly stipulated by these presents shall have and may exercise full proprietary rights as zemindars in and over all the lands now comprised in the said Porahat estate as described in the schedule hereto (and expressly including the said Bandgaon estate) and in and over all minerals lying in and under the same, but so that the transfer of the said estate intended to be effected by these presents shall be subject and without prejudice to all existing engagements with raiyats and undertenure holders as well as with the holders of the villages of Hatia, Rajgaon and Nakdi, and as regards the said Bandgaon estate subject to the settlement thereof made by Government in the year one thousand eight hundred and eighty and eighty-one under which a fixed rent of rupees six hundred and sixty-eight per annum is payable; provided always that nothing herein contained shall resuscitate any right to receive rents from the Thakurs of Anandapur or Kera or their successors, such rents having been remitted for ever by the British Government or interfere in any way with the rights exercised or the privileges enjoyed by the Thakurs of Anandapur or Kera or their successors or confer any right to minerals in Anandapur, Kera, or in the village of Hatia in Pargana Chakradharpur during the existence of the rent-free tenures heritable by heirs male by which the said Anandapur, Kera and Hatia are now held. And it is hereby further declared that in the event of the extinction of heirs male in the families of the Thakurs of Anandapur or of Kera or of the holder of Hatia or of either of them, the reversionary right of succession to the rent-free tenures aforesaid shall vest in the zemindar of Porahat for the time being in accordance with the custom which prevails in such cases in Chota Nagpur.

(2) THAT the succession to the said estate shall be governed by the custom of lineal primogeniture, that is to say, that the estate shall descend as an impartible zemindary or estate to the lineal heirs male of the said Kumar Narpat Singh in succession the eldest male of the eldest branch being always preferred to the exclusion of nearer members of younger branches.

(3) THAT the said estate shall be for ever free from all demands on account of Government land revenue, but shall be subject to all general taxes and local rates now or hereafter to be imposed by law in respect of the estates of zemindars in the said Singhbhum District and to all claims of the Government of India or Government of Bengal in respect thereof other than claims for Government land revenue and in particular shall be subject to the payment of a perpetual charge or tax of rupees Two thousand and one hundred per annum for the maintenance of the police stations at Chakradharpur and Monarpur, any arrears of such last mentioned charge or tax of rupees Two thousand and one hundred per annum to be a public demand within the meaning of section 7 of the Public Demands Recovery Act I (B.C.) of 1895 and to be recoverable and realisable as such

in accordance with the provision of that Act or any statutory modification thereof for the time being in force

(4) THAT until the said Kumar Narpat Singh shall be put in possession thereof the said Porahat estate shall remain under the charge of the Deputy Commissioner of Singbbum and shall be handed over to the sa

tion of this deed together with , and after deducting all charges and demands and after taking from the said Kumar Narpat Singh a release in full of all claims to accounts and all other rights claims and demands in respect of the management of the estate and the application of the income since the first day of April one thousand eight hundred and ninety one

(5) THAT the said Kumar Narpat Singh shall not nor shall any of his successors sell mortgage demise or alienate the said estate or any portions thereof otherwise than by lease or demise for a term not exceeding twenty-one years, and under a rent without bonus or salamee

(6) THAT no building of any kind shall be erected within a distance of half a mile of any of the railway stations now in existence within the limits of the said Porahat estate except with the written consent of the Secretary to the Government of Bengal in the Public Works Department

(7) THAT the whole of the forests now in charge of the Forest Department shall continue to be managed by that Department on behalf of the said Kumar Narpat Singh and his successors and without any right of interference by him or them and that the accounts of such management shall be balanced every five years and the net profits shown thereby after deducting all expenses (including pensions and contributions and after making good the balance of rupees twenty-nine thousand one hundred and nineteen now at debit of the working account but without interest) shall as soon as possible after the taking of every such quinquennial account be paid over by the Forest Department to the said Kumar Narpat Singh or other the zemindar for the time being of the said Porahat estate

(8) THAT the Indenture entered into between the Secretary of State in Council and Messieurs Jardine Skinner and Company executed on the twenty first September one thousand eight hundred and ninety-five conferring a mining lease on the part of Government to Messieurs Jardine Skinner and Company within certain specified lands in the estate of Porahat shall remain in force and that the Government shall act in respect of this lease on behalf of the said Kumar Narpat Singh and his successors and without any right of interference by him or them and that the accounts of all rents and royalties and receipts thereunder shall be balanced every five years, and that the net profits shown thereby after deducting all expenses incurred by Government in respect of the lease shall as soon as possible after the taking of every such quinquennial account be paid over by the Deputy Commissioner of Singbbum on behalf of Government to the said

Kumar Narpat Singh or other the zemindar for the time being of the said Porahat estate.

(g) THAT in case the said Kumar Narpat Singh or any of his lineal male heirs owners for the time being of the said Porahat estate shall at any time in contravention of the terms of these presents sell mortgage demise or alienate (otherwise than by such lease or demise as aforesaid) the whole or any portion or portions of the said estate or attempt or effect so to do or shall do or suffer any act deed matter or thing whereby the said estate or any part thereof would through the act or default of such owner for the time being of the said estate or by operation or process of law or otherwise if the said estate belonged absolutely to him and was not subject to this present condition become vested in or belong to some other person or persons. Then and in such case the limitation and appointment of the said estate to the said Kumar Narpat Singh and his lineal heirs male in succession shall *ipso facto* cease and determine and the said estate shall thereupon revert to and be held and enjoyed by the said Secretary of State for India in Council and his successors for his and their own benefit.

The Schedule above referred to.

THE "Porahat Estate" within the meaning of this Indenture shall comprise the whole of the Original Porahat Raj, with the exception of the undermentioned alienated tracts:—

A.—TRACTS alienated under Bengal Government Order No. 6331, dated the 7th November 1859—

- (1) KORAIKELA pargana (without its Kol Pirs) which, with the exception of the two villages of Bhalupani and Rangrin, has been conferred on the Raja of Seraikela.
- (2) VILLAGE of Bhalupani in Koraikele pargana, which has been granted to Kumar Jugar Nath Singh, a brother of the Raja of Seraikela.
- (3) VILLAGE of Rangrin in Koraikele pargana, which has been granted to Babu Pitamber Singh, another brother of the Raja of Seraikela.
- (4) FOUR villages of pargana Chakradharpur, *viz.*, Sitahakah, Semudiri, Dalki and Samrai, which have been granted to the Thakur of Kharsawan.

B.—TRACT alienated under Bengal Government Order No. 603-P., dated the 17th February 1886.

- (5) LANDS which have already been acquired by Government for the purposes of the Bengal-Nagpur Railway.

IN WITNESS whereof of the said parties to these presents have hereunto set their respective hands and seals the day and year first above written.

SIGNED SEALED and DELIVERED by John Prescott
Hewett, Officiating Secretary to the Government of
India in the Home Department, for and on behalf of
His Excellency the Viceroy and Governor General
of India in Council acting in the premises for and
on behalf of the Secretary of State for India in
Council in the presence of

L. M. THORNTON,

*Deputy Secretary to the Government
of India, Home Department, Simla*

SIGNED SEALED and DELIVERED by the above-
named Kumar Narpat Singh in the presence of

W H COBB,

*Justice of the Peace and Magistrate,
Benares.*

J. P. HEWETT,

*Offg Secretary to
the Govt. of
India, Home
Department.*

NARPAT SINGH.

10th October 1895.

10th October 1895.

In consequence of the passing of Act XV of 1895 (the Crown Grants
Act, 1895), the special legislation referred to in the preamble of the deed
has become unnecessary

J. P. HEWETT,

*Secretary to the Government of India,
Home Department.*

NO. CLI.

TRANSLATION of a SANAD, dated the 31st May 1860, granted to
RAJA CHAKARDHAR SINGH DEO BAHADUR, ZEMINDAR
of SARAİKELA.

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villages

on account of which this sunnud is given to you. It is herein declared that you shall continue to be always ready to show your loyalty and to render assistance to Government, and that, on these conditions, you and your successors shall enjoy from generation to generation (*Putra Pautradik*) the villages within the boundaries given below as *Lakhrāj* in the same manner as you hold your ancestral State of Saraikela. It is incumbent on you to keep the ryots of these villages under peaceful control, and to make proper settlement of the villages, the rents of which are hereby appropriated to you. The management and settlement of these villages should be established on lines calculated to lead to their gradual improvement. You shall not transgress the boundaries of these villages as fixed by Government, or encroach upon the Kolhan Khalsa villages of Government situated on the Pirs. Should any dispute arise between yourself and the ryots of Kolhan regarding boundaries or any lands claimed by the Kolhan villages under the Government, you and your ryots should bring a suit in a British court for the settlement of the dispute, and the court will pass proper orders after enquiry. You shall not yourself pass any decision in such matters. It is further laid down that you shall enjoy the same power of police administration and of deciding cases in the Koraikela villages hereby granted to you as you are now exercising in Saraikela. If any ryot of these villages complains against yourself, or against any ryot of a Government village, the case shall be decided in a British court. If any persons accused of serious crime committed in Government villages or witnesses of such crime happen to be residents of the villages granted to you, or take shelter therein, the Police Daroga or any other Government officer shall have power to go to such village and arrest or order the appearance of such persons, and every assistance shall be given him by the village officials. If any persons concerned in a case occurring in the villages granted to you be found in Government villages, you or your officers should give notice to the Government Police, with a view to the production of such persons. On occasions when Government troops or officials visit or pass through your territory, you shall comply with requisitions for supplies, forage, etc., and shall generally render every assistance in your power.

The boundaries of the Sadani villages of the Koraikela Pergana are as follows:—

On the North.—The Bedo Suta Nala; and on the north-east the Bandho Suti Pahar, on south of which is the Bama-bat Pahar extending up to the Buch Pahar.

” ” *West.*—The Dowarsini Pahar.

” ” *South.*—The Baibaran Pahar, and due south, the Bar tree called Keonjhariya Bar; from this point due east the boundary passes through the Baran Sal Sarna up to the Janki Nadi.

On the East.—The Janki Nadi and the Kandikela Nadi. At the north-east corner the boundary is that laid down by Mr. John Haughton, Assistant Commis-

sioner, *viz*, first, a Simal tree and the bank of *Brahmani* river, further west, at an angle of seventy degrees towards the south, is a Tilba tree, from which at an angle of seventeen and a half degrees west by south is a Mahwa tree, on the border of a plot of Babal land at the foot of which tree is a heap of stones. The other marks are mentioned in the decision passed by the above-named officer.

No. CLII.

SANAD granted to the **CHIEF of SERAIKELLA** defining his **STATUS, POWERS, and POSITION** with reference to the **BRITISH GOVERNMENT**,—1899

WHEREAS the status and position with reference to the British Government of the Political State of Seraikella in Chota Nagpur has hitherto been undefined and doubts have from time to time arisen with regard thereto, His Excellency the Viceroy and Governor General in Council is pleased to grant to you Raja Udit Narain Singh Deo Bahadur the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you —

SANAD

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heretofore to gene-
rally administer the territory of the said Seraikella State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations, provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II—Your successors shall pay *nazarana* to the British Government on succession in accordance with the general rules on that subject for the time being in force.

III—You shall conform in all matters concerning the preservation of law and order and the administration of justice generally, within the limits of your State to the instructions issued from time to time for your guidance by His Honour the Lieutenant Governor of Bengal. You will appoint such officers and pay them such emoluments as on full consideration of the circumstances and of such representations as you may wish to make, may, from time to time, appear necessary to His Honour the Lieutenant Governor of Bengal, for the proper hearing of cases and administration of justice in your State. It will also be competent to you to nominate for appointment by His Honour as Honorary Magistrates or *Munsifs* such other persons as you may wish to be so appointed from time to time.

IV.—You shall deliver up any offender from British or other territory who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and, in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation on the matter to the authorities concerned.

V.—You shall administer justice fairly and impartially to all alike.

VI.—You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

VII.—You shall levy no tolls or duties of any kind on grain, merchandise, or other articles passing into, or out of, or through your State without the permission of His Honour the Lieutenant-Governor of Bengal.

VIII.—You shall consult the Commissioner of Chota Nagpur in all important matters of administration, and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt and opium, the concession of mining, forest, and other rights, disputes arising out of any such concession, and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Commissioner may give you.

IX.—The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

X.—All questions as to boundaries between your State and British or other territory will be dealt with by the Commissioner of Chota Nagpur or such other officer as the Government of India or His Honour the Lieutenant-Governor of Bengal may appoint, either generally, or specially in that behalf, with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Commissioner or other officer alone, in which case the question shall be referred for his decision accordingly.

CALCUTTA;

CURZON OF KEDLESTON,

The 8th March 1899.

Viceroy and Governor-General in India.

NO. CLIII.

TRANSLATION of a SUNNUD, dated the 31st May 1860, granted to the RAJA GANGA RAM SING DEO, ZEMINDAR of KHARSAWAN.

After compliments.—Whereas the Government of India has granted to you rent-free, on the recommendation of the Deputy Commissioner of

On the South.—A branch of the Despardhan drain, further south the boundary of Chakradharpur.

„ „ *North.*—A drain.

Boundaries of Mouza Dalki.

On the East.—A Pipul tree, further on, a Karla tree.

„ „ *North.*—The Dal-Dal drain, further on, a Pakar tree.

„ „ *West.*—A stone pillar, further on, Asan and Sakhwa trees.

„ „ *South.*—The footpath leading towards Mundibedul.

NO. CLIV.

SANAD granted to the CHIEF OF KHARSAWAN defining his STATUS, POWERS, and POSITION with reference to the BRITISH GOVERNMENT,—1899.

WHEREAS the status and position with reference to the British Government of the Political State of Kharsawan in Chota Nagpur has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Thakur Mohendro Narayan Singh Deo, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You, Thakur Mohendro Narayan Singh Deo, son of Thakur Raghu Nath Singh Deo, are hereby formally recognised as the Feudatory Chief of the Kharsawan State, and you are permitted, as heretofore, to generally administer the territory of the said Kharsawan State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council.

II	} These clauses are identical with the corresponding ones in the sanad granted to Seraikala. (See No. CLII.)
III	
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V	
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CALCUTTA;

CURZON OF KEDLESTON,

The 8th March 1899.

Viceroy and Governor-General in India.

No CLV

AGREEMENT of LURKA COLES in 1821

First—We acknowledge ourselves to be subject to the British Government, and engage to be loyal and obedient to its authority

Secondly—We agree to pay to our Chief or Zemindar eight annas for each plough for the five years next ensuing and afterwards one rupee if our circumstances admit of it

Thirdly—We engage to keep the road through our pergunnahs open and safe for all descriptions of travellers and if robbery take place to deliver the thief to justice and account for the property stolen

Fourthly—We will allow persons of all castes to settle in our villages and afford them protection we will also encourage our children to learn the Oorah or Hindi tongues

Lastly—If we should be oppressed by our Chiefs or Zemindars we will not resort to arms for redress but complain to the Officers Commanding the Troops on our Frontier or to some other competent authority

No CLVI

TRANSLATION of a SUNNUD given by CAPTAIN TICKELL to
RAORIA MANKEE of KOWSILLAPOSSI in BUR PEER, dated
10th December 1838

Be it known to you Raoria Mankee of Kowsillapossi in Bur Peer, that the post of Mankee in Bur Peer is given to you therefore I give you this sunnud under orders of the Agent Governor General, of the 10th December 1838 You must act in accordance therewith In conformity with your Agreement made in presence of the Agent Governor General and Assistant Commissioner, you will be held responsible for all the crimes viz theft murder dacoity, highway robbery and plunder etc. occurring in all the villages under your charge If the revenue of your Illakah be not received on the fixed date you will be held personally responsible for it the Government revenue will be collected according to the current settlement and such as may be hereafter made You must arrest and deliver up criminals who attempt to escape in any way whether

If any offenders escape from another Illakah, and take refuge in your Illakah, you must arrest them and bring them to Court and if you conceal them or favor their cause it will be to your discredit You must report to the Court, at once the occurrence of any theft murder dacoity, highway robbery and plunder, etc., that takes place in your Illakah and you are authorised to try and determine yourself petty cases, such as quarrels altercations etc., and report the fact to the Court. You are to remain loyal and obey any orders of the Agent Governor-General and Assistant Commissioner, that they will obey

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their Mankee's orders and aid him; whatever good or bad occurs in their respective village, they must report it to the Mankee; if they cannot find the Mankee, they will report the fact to the Naib Mankee. If I become ill or go to some other place on my own business, another officer will be appointed to discharge the duties entrusted to me at present. Moreover, if you receive orders to arrest any offender either from the Assistant Commissioner or Acting Assistant Commissioner, you must arrest the offender and bring him to Court. If the offender absconds from your Illakah to any other, you must trace and arrest him. Or if the Mankee of other Illakah requires assistance from you to apprehend a felon, you must comply instantly and make no excuse, and exert yourself to the utmost, so that the felon may be secured. If you be ill, or may have occasion to visit other villages, you must entrust your duties to your Naib. He is appointed by Government for those duties. Moreover, if you see that you will be detained for some time at some place on your own business, you must report that to the Court—that there may exist no anxiety in your mind. If you receive any orders from any Rajah, Baboo, Zemindar, or Karpurdauz, on any pretence whatever, you must not fail in your engagement; on the contrary, you must arrest the bearer of the said order, and bring him to the Assistant Commissioner or to the Officer in charge for the time being. If anybody disturbs the peace of your Illakah, you must collect your force or followers, and arrest the man and bring him to the Assistant Commissioner. If the disturber of the peace leaves your Illakah for another, you must go there, apprehend him, and bring him to Court, and must not knowingly let him escape: you must always act up to the above instructions. You will receive a separate Pottah, and will receive one-tenth out of the revenue which will be collected by Government from your Illakah. If you neglect the discharge of the Government duties entrusted to you, then the tenth part of the revenue promised to be paid to you will be withheld, and the Pottah of the Mankeeship will be taken back and given to some other person; you must keep this as a sunnud.

TRANSLATION of a POTTAH given by CAPTAIN TICKELL to
RAORIA, MANKEE of KOWSILLAPOSSI in BUR PEER, dated
19th March 1839.

Be it known to Raoria, Mankee of Kowsillapossi in "Sath Bunturia:" the undermentioned villages are entrusted to you. You are nominated Mankee of those villages. You must keep the ryots in those villages satisfied, and settle them. You must be attentive to the Government orders, and collect the revenue of your Illakah according to the settlement, and bring it yourself. Whatever revenue will come from any village, one-sixth of it will be given to the Moondah, and from the remainder you will get one-tenth. Therefore this Pottah is given to you.

(Here follows specification of villages.)

PART IV.

TREATIES, ENGAGEMENTS, AND SANADS

RELATING TO THE
CHIEF COMMISSIONERSHIP OF THE CENTRAL PROVINCES.

I—NAGPUR.

THE early history of the ruling family of Nagpur is somewhat obscure, but its importance in Indian history may be said to date from Raghuji, who, as a leader of predatory expeditions, had, at the time of his death in 1755, established the Maratha supremacy over the country between the Narbada and the Godavari, from the Ajanta hills eastward to the sea. Raghuji left four sons, Janoji, Sabaji, Madhoji and Bimbaji, and was succeeded by Janoji, the eldest who died in 1772, after having with the concurrence of the Peshwa, adopted his nephew, Raghuji son of Madhoji, as his heir. The government, however, was, on Janoji's death, seized by Sahaji, who held it through much opposition till 1775, when he was slain in battle by his brother, and was succeeded by Raghuji, a minor, under the regency of Madhoji.

Advances had been made by the Bengal Government, during the rule of Janoji, with a view to obtain possession of Cuttack, but without success. An unsuccessful attempt was also made by Warren Hastings to rent a tract of country on the Cuttack coast from Madhoji. In 1779 Madhoji sent a force to invade Bengal in pursuance of a confederacy between the Marathas, the Nizam, and Haidar Ali, for the overthrow of the British power. Madhoji was at heart friendly to the British Government, and, being disgusted at the refusal of the Peshwa to admit his claims to Garla Mandla, he undertook this expedition with much reluctance. The British Government, who had despatched a force to the Carnatic by the coast route, under Colonel Pearse, to co-operate with the Madras army against Haidar Ali, found therefore little difficulty in concluding a Treaty (No. CLVII) on the 6th April 1781, by which the army of Madhoji was bought off from its invasion of Orissa, and a promise was obtained from him of assistance against Haidar Ali,

On the death of Madhoji in 1788 he was succeeded by Raghuji, who was then twenty-eight years of age. When the triple alliance was formed between the British Government, the Nizam, and the Peshwa, for the overthrow of Tipu Sultan, negotiations were opened with a view to include Raghuji in the confederacy, but Seringapatam fell before they were brought to a close. Raghuji was too jealous of the increased ascendancy acquired by the British Government on the fall of Tipu to be induced to enter into an alliance to check the growing power of Sindhia. He even exerted his influence, although without success, to put a stop to the contest between Sindhia and Holkar with a view to a union against the English; and after the treaty of Bassein he joined Sindhia in the war which followed to defeat the objects of that treaty. The power of Sindhia and Raghuji in the Deccan was broken in the battles of Assaye and Argaum. The ruin of Raghuji was completed by the fall of Gawilgarh, and on the 17th December 1803 he signed the Treaty of Deogaon (No. CLVIII). By this treaty the Raja was deprived of the province of Cuttack and of the country to the west of the Wardha and south of the Narnala and Gawilgarh hills. This treaty was confirmed by the treaty of 1804 with the Peshwa. Its effect was to reduce the revenues of the Berar State from about one crore to sixty lakhs of rupees.

In 1806 the territory of Sambalpur and Patna was restored (No. CLIX) to the Raja gratuitously, in consideration of the great loss to which he had been subjected by the transfer of the tribute and allegiance of the Chiefs of those districts to the British Government. But the Raja steadily rejected repeated advances towards closer relations, and resisted all efforts made to induce him to subsidise a British force.

Raghuji died in 1816, and was succeeded by his only son, Parsoji. This Chief being incapacitated for government, a regency was formed under Madhoji Bhonsla, better known as Appa Sahib, Parsoji's cousin. Appa Sahib, however, was by no means secure in power, and to strengthen himself he negotiated a Treaty (No. CLX) with the British Government in May 1816. In this he agreed to subsidise a British force, costing Rs. 7,50,000 a year, and to maintain a force of not less than 3,000 cavalry and 2,000 infantry, with the necessary equipment of guns and warlike stores.

In 1817 Parsoji died suddenly, having been murdered, as was afterwards discovered, by Appa Sahib. Soon after his accession, Appa Sahib made common cause with the Peshwa, who was then inciting all the Marathas to unite

against the English. He fell upon the Residency with an overwhelming force, but was repulsed, and was compelled on the 6th January 1818 to sign a provisional Agreement (No CLXI), ceding lands in lieu of the subsidy and contingent, and engaging that the government of the country should be conducted according to the advice of the Resident. Appa Sahib, however, persevered in his intrigues against the British Government. He was arrested, but effected his escape, and found refuge among the Gonds. After an unsuccessful attempt to regain his hold of Nagpur he fled to Hindustan in February 1819. He died at Jodhpur in Rajputana in 1840.

On the deposition of Appa Sahib, a son of Raghuji's daughter was placed in power on the 26th June 1818. He assumed the name of Raghuji in honour of his grandfather. During the minority of the new Raja the Nagpur territory was under the management of the Resident, acting in the name of the Raja. In 1826, when the Raja attained his majority and was entrusted with the administration, a Treaty (No CLXII) was made with him, by which he ceded territories to cover the cost of the subsidiary force, and assigned lands as a guarantee for the payment of the troops which he undertook to maintain and which were thenceforth to be under the control of the British Government. The Raja also bound himself to maintain good government under the supervision of the Resident. The provisions of this treaty, however, were acknowledged to press heavily on the Raja's resources, and to be inconsistent with the declared wish and intention of the British Government to restore the Bhonsla family to the rank and position of one of the substantive powers of India. In 1829 therefore the treaty was modified (No CLXIII) the assigned districts were restored to Nagpur, a subsidy of eight lakhs a year was taken instead the auxiliary force was disbanded and the Raja was required to keep up a force of his own sufficient to preserve the internal tranquillity of the country. The Raja was at the same time released to some extent from his complete subjection to the Resident in the administration of affairs. At the request of the Raja in 1830 article 6 of the treaty of 1826, relating to an exchange of lands, was cancelled.

Raghuji retained the administration till his death on the 11th December 1853. He died without a son, natural or adopted, and without leaving any heir. The Nagpur State was then annexed to British India. It had been forfeited in 1818 through the treachery and hostility of Appa Sahib, and had been declared to belong by right of conquest to the British Government, who had conferred it as a free gift on Raghuji under the treaty of 1826.

In 1855 the surviving widows of the last Raja adopted as their son and heir Janoji Bhonsla, a collateral relation of the Raja in the female line. In consideration of the loyalty of the family during the rebellion of 1857, the title of Raja Bahadur of Deor, and the lands of Deor, in the district of Satara, were conferred in perpetuity on Janoji and his heirs, whether by blood or by adoption.

Raja Janoji died on the 5th December 1881, leaving three widows, two minor sons (Raghuji Rao and Lachhman Rao) and three daughters, to whom stipends, aggregating Rs. 90,000 per annum, were granted. The stipend enjoyed by Raja Janoji at the time of his death was Rs. 1,20,000 per annum. On his death the Estate of the family was taken under the Court of Wards on account of the minority of the heir, Raja Bahadur Raghoji Rao. The latter attained his majority on the 8th November 1893, and the Court of Wards withdrew its superintendence of the Estate. On the application of the Raja the Court of Wards in 1895 again assumed management of the Estate pending the settlement of all questions relating to the partition of the Estate between him and his brother, Kunwar Lachhman Rao. In 1899 the partition was effected, and in the same year Kunwar Lachhman Rao attained his majority. Both shares of the Estate were accordingly released from the management of the Court of Wards.

In November 1861 Nagpur and its dependencies and the Saugor and Narbada territories were formed into a separate administration under a Chief Commissioner, and to these were added in April 1862 Sambalpur, Patna, and their dependencies, which had till then been under the control of the Government of Bengal. Nimar was added subsequently, as narrated in the following paragraph. These territories are now known as the Chief Commissionership of the Central Provinces.

The history of Nimar may be summarised as follows:—In May 1864 the British portion of Nimar was transferred from the Central India Agency to the Central Provinces. The tracts forming this district had come under British administration at different times. Those lying on the banks of the Narbada became British territory in 1818, and in 1823 the greater part of Sindhia's possessions in Nimar came under British management. In 1860 certain territorial exchanges were effected with Sindhia, by which the sovereignty of the British Government in Sindhia's Nimar was confirmed, and Burhanpur and Zainabad were also ceded by him (*see* Gwalior, Vol. IV). Some parts of Nimar also belonged to Holkar, while outlying portions

of the British districts were surrounded by his territory. As this gave rise to inconvenience, it was resolved to exchange the detached districts held by the British Government in the western portion of Nimar for Holkar's possessions in the Deccan. The exchange was finally completed in 1867. The parganas of Barwai, Dhargaon, and Mandlesar, north of the Narbada and of Kasrawad, including the lapsed jagir of Chhota Kasrawad, south of that river, of an aggregate annual value of Rs. 45,500, were accordingly made over to Holkar. The transfer of Barwai was accompanied by the condition that Holkar should abolish his transit duties on the line between Indore and the Great Indian Peninsula Railway in Nimar (*see* Indore, Vol. IV). In 1865 Sanads were issued to certain land-holders of the Nimar district, conferring on them grants of lands or money in compensation for the loss of the emoluments attached to certain hereditary offices, the duties of which they formerly discharged. Forms of these sanads are given as Nos. CLXIV and CLXV.

II—CHIEFSHIPS AND ZAMINDARIS OF THE CENTRAL PROVINCES

In 1863 a report was submitted to the Government of India by the

* Wainganga Zamindars	34	Chief Commissioner Sir Richard Temple, on the
Chhattisgarh	34	tenures and status of the Chiefships and Zamindaris* in the Central Provinces. It dealt with
Chanda	21	115 estates of very varying extent and revenue
Chhindwara Jagirdars	12	The Wainganga zamindaris had been granted
Saugor and Narbada } Chiefs	3	or confirmed by the Marathas to Gond or
Sambalpur } and Patna }	11	Rajput or other families, as rewards for service,
Total	115	

or to ensure their assistance in maintaining order in what was then a very unsettled country. The zamindars were bound to furnish a certain number of armed men to assist the government in police duties, and paid a rent always liable to enhancement. No written engagements under the treaty of 1829 were formed with them by the British Government.

The Chhattisgarh zamindaris were held in ancient times by the Chhattisgarh Rajas of the Haihaibansi dynasty of Ratanpur on a tenure of military service which the Marathas changed to a tribute varying in amount with the power of the government to exact it.

The Chanda tenures were of a similar description to those of the Wainganga group and subject as a rule to the payment of tribute.

Central Provinces—Chiefships and Zamindaris, etc.

The Chhindwara jagirdars had always been in a kind of feudal subjection, first to the Gond Rajas, and subsequently to the Marathas; but the natural strength of their country preserved them from entire subjection to the latter, whose policy, therefore, it was to support one of the most powerful of them in order that he might keep the others in check.

In 1819 the status of these dependent Chieftains was enquired into by the Maratha Government through the British officers, who were then managing the country in the name of the Raja. The powers of the Chiefs were restricted by new engagements* binding them not to inflict capital punishment; to refer their disputes to the arbitration of the Maratha Government and generally to be loyal and obedient. They renounced in these engagements the right which some of them had usurped of levying transit duties when called upon by the Maratha Government to do so; but as it was object to treat them liberally their tributes were not as a rule enhanced.

By article 2 of the treaty of 1818 Engagements (No. CLXVI) concluded with the Gond and other tributary Chiefs and zamindars by B

*The following is a specimen of these Engagements:—
Agreement made by Drigpal, Zamindar of Khairagarh, and his family, with Colonel Agnew in the year 1230 Fasli, with his free will and consent—

- 1st.—I will rigidly obey all orders of the Sarkar.
- 2nd.—If I become aware of any improper proceedings or conspiracies ("fan fitur"), I will duly report them.
- 3rd.—I will pay my revenue by instalments agreeably to promise according to the orders of the Kamdar may bring me.
- 4th.—The sayar belongs to the Sarkar. I will not collect it; I will only collect "kut" according to ancient usage. No Beparis shall be interfered with, but have free passage through my district.
- 5th.—All travellers, Beparis, &c., shall have free passage. If a robbery occurs, I shall be responsible for it, and produce the robber and the property, or the value thereof.
- 6th.—Any enemy of the Sarkar, or thief, or conspirator, I will deliver up.
- 7th.—Without the orders of the Sarkar I will take no human life, and take fines for offences committed only according to custom and not improperly.
- 8th.—I will give no widow to any one against her consent.
- 9th.—I will be kind and just to the people, and bring my zamindari under culture.
- 10th.—I will conform to all these conditions. Dated 13th of the month of Jamadi-ul-Awal, the year 1230 Fasli; corresponding with 17th February 1821.

Lohara.
Fingeshwar.
Karla.
Deori.
Parpori,
Madanpur.
Khuji.
Suarnar.
Narra.

8th.—I will endeavour to find out all heirs to unclaimed property, and give it to the will not take it.

9th.—I will engage in war with no zamindar or other person without the Sarkar's should any cause for it arise, I will report the circumstance and do as I am ordered.

officers in the name of the Raja. The engagements concluded with the zamindars of Chhattisgarh, Cbanda, and Deogarh or Chhundwara were guaranteed by article 2 of the treaty of 1829.

In 1855, after the lapse of the Nagpur State to the British Government, enquiries into these tenures were made, and in some cases the old sanads were informally renewed but the only material change effected in the position of the zamindars was the gradual restriction of their judicial powers.

The Saugor and Narbada Chiefs, though their treatment by the Marathas had been in some respects different from that of the Nagpur zamindars, held eventually much the same position as the latter.

The Sambalpur and Patna, or Garhjat, Chiefs were at first independent, but were subsequently held in subordination to the Maharaja of Patna, the most powerful of their number. In later times he was compelled to share this supremacy with the Maharaja of Sambalpur. The Chieftainships which formerly owed allegiance to Sambalpur and Patna were, including those two, eighteen in number, and the country was known as the Athara (18) Garh, just as that to the west was and still is called the Chhattis (36) Garh; hence it has been conjectured that the Haihaibansi dynasty, whose capital was Chhattisgarh, ruled also over the Sambalpur and Patna Garhijats.

In 1755 these territories fell under the dominion of the Marathas, but were ceded to the British Government by the Treaty of 1803 with Raghuji Bhonsla (No CLVIII). With the exception of Raigarh, the Chief of which State was, as a reward for his fidelity and services, declared to be under the special protection of the British Government, all these States were restored to the Marathas in 1806. But in 1818 they reverted to the British Government, and were finally ceded by the Treaty of 1826 (No CLXII). Advantage was taken of the circumstances in which Sambalpur, Patna, and their dependencies were found on their cession to annul the dependency of the other zamindars on these two Chiefs, and in 1821 separate sanads were granted by Government to each zamindar, and separate engagements were taken.

The Government from the first declined to issue any definite rules for the guidance of the Chiefs. The general line of policy to be adopted was alone indicated. The ascertained and generally admitted rights of the Raja and the various classes of his subjects, and all customs of the country that were not incompatible with the usages of civilised nations, were to be

maintained. In regard to tribute it was determined to adopt generally a lower scale than that which had been levied under the Maratha Government. Except with Raigarh, with which a final Settlement (No. CLXVII) was made in 1819, the settlements were all made for a limited period. They were renewed in 1827; but, though the engagements entered into in that year were nominally for five years only, they were not renewed at the expiration of that period. One of these engagements is given (No. CLXVIII). Separate engagements of which one is given (No. CLXIX), were at the same time taken from each Chief, binding him to use rightly the judicial and police powers entrusted to him. In practice the powers of the Chiefs in criminal cases were limited to the infliction of seven years' imprisonment.

Of the original Athara (18) Garh, only six now remain attached to the

Sambalpur Group.	Patna Group.
Sakti.	Phuljhar.
Sarangarh.	Kharior.
Raigarh cum Bargarh.	Bindranawagarh.

Central Provinces. Of the Sambalpur group, Sambalpur proper escheated to Government in 1849, and Chandarpur is no longer managed by a Chief. On the abolition of the South-Western Frontier Agency in 1837 Bod and Athmallik were transferred to the control of the Superintendent of the

Tributary Mahals of Orissa and still remain under his charge. In 1833 the zamindar of Bargarh was convicted of rebellion, and his estate was conferred on Deonath Singh, Raja of Raigarh, who was thenceforth considered Chief of Raigarh cum Bargarh. On the formation of the Central Provinces Administration the States of Gangpur and Bonai, of the Sambalpur group, remained as before attached to the Chota Nagpur division of Bengal. On the partition of Bengal in October 1905 Bamra, Rairakhol, Sonpur, Patna and Kalahandi (or Karond) and the Borasambar zamindari were transferred to Bengal.

In 1862 disturbances occurred in the Sambalpur district, caused by the intrigues of Surendra Sah, a relative of the last Maharaja of Sambalpur. This man had successfully stirred up a rebellion in the Sambalpur district in 1857 and subsequent years, but surrendered on conditions, and was permitted to reside under surveillance at Sambalpur. Soon afterwards, with the idea of possessing himself of the chief power in Sambalpur, he organised marauding bands, which committed great atrocities in the Sambalpur district. For these offences he was detained as a political prisoner in the fort of Asirgarh, where he died in 1884.

(III) THE FEUDATORY STATES.

In December 1864 the Government of India issued instructions for the classification of the Chiefs and Zamindars of the Central Provinces into two divisions, one comprising Chiefs of the rank of feudatories, the other those whose position was merely that of British subjects. In April 1865 sanction was conveyed to the classification of the following fourteen States as feudatories—Bamra, Bastar, Kanker (Kaker), Kalahandi or Karond, Khairagarh, Kondka or Chhuikhadan, Kawardha, Makrai, Nandgaon, Patna, Raigarh *cum*

Nagpur Group

Khairagarh
Nandgaon
Kondka or
Chhuikhadan
Kawardha
Bastar
Kanker

Garhjat Group

Sakti
Sarangarh
Raigarh *cum* Bar-
garh

Saugor and Narbada Group
Makrai

Bargarh, Sarangarh, Sonpur, Sakti. Rairakhhol was excluded from the first class on the grounds of the personal character of the Chief and his unsatisfactory administration. Of these only the marginally noted ones are now under the administration of the Central Provinces, the other five, including Rairakhhol, having been transferred to Bengal in 1905.

In 1865 Sanads (No. CLXX), guaranteeing them the right of adoption and dated the 20th May 1865, were granted by Sir John Lawrence to the abovenamed fourteen Chiefs, with the exception of Bastar and Makrai, who had received them (No. CLXXI) from Lord Canning in March 1862. These sanads were delivered by the Chief Commissioner of the Central Provinces to the Chiefs of Khairagarh, Kondka, Nandgaon, Raigarh, Sarangarh, and Sakti, at a Darbar held by him at Nagpur on the 4th January 1866, and to the Raja of Kanker on the 11th January 1866. At the same time Bonds of Fealty (No. CLXXII) were taken from these seven Chiefs. The remaining five adoption sanads were forwarded to the Commissioner of Chhattisgarh for delivery to the Chiefs concerned. It was originally intended to obtain bonds of fealty from the rest of the fourteen Chiefs, and on the 7th March 1866 and the 27th June of the same year the Rajas of Makrai and Kawardha signed their respective *ikrarnamas*. It was not, however, till the 19th December 1870 that the Raja of Bastar was persuaded to execute his bond, as he objected to the conditions therein about forest conservancy and tribute. Meanwhile in 1866-67 Captain Chamberlege was deputed to settle the tributes of the Garhjat Chiefs and Karond, and the Chief Commissioner of the Central Provinces appears to have dispensed with the bonds of fealty from Bamra, Karond, Patna, Sonpur, and Rairakhhol (who,

owing to the improvement in his administration, had been admitted as a feudatory on the 23rd May 1866 and granted a sanad of adoption by Sir John Lawrence on the same date (*see* No. CXLI), and to have proposed instead the grant to them of sanads, worded in the main like the bonds of fealty. This proposal and the assessment of the tributes were approved by the Government of India in August 1867. Accordingly Sanads, dated the 4th September 1867 (*see* No. CXLII), were issued to Bamra, Karond, Rairakhol, and Sonpur. Owing to troubles in the State, resulting in its being taken under Government management, the Patna sanad was not delivered till more than 20 years later. Similar Sanads (No. CLXXIII) were also granted to Raigarh and Sarangarh, whose tribute was fixed at the same time as the others, although these two States had signed the bonds of fealty in January 1866.

A revision from time to time of the tributes (*takolis*) payable by the Feudatory Chiefs is expressly provided for in their bonds of fealty and sanads. Accordingly the tributes of all the Feudatory States, except Kanker (which was for special reasons exempted from the payment of tribute), and Makrai (which has never paid any tribute), were revised for a period of 20 years commencing from 1867. During this period the opening out and general progress of the country led to a remarkable increase in the revenue of the Feudatory States. In 1888 therefore the Government of India enhanced their tributes, except those of Kanker and Bastar.

Subject to the political control of the Chief Commissioner and his subordinate officers, the Feudatory Chiefs exercise full civil and revenue powers in their States; in criminal cases sentences of capital punishment (and in the case of feudatories from whom an acknowledgment of fealty in form No. CLXXII has been taken, sentences of imprisonment exceeding seven years) cannot be carried into effect until confirmed by a British Officer. Under the executive orders of the Central Provinces Administration, all sentences of death are submitted, through the Commissioner of the Division, to the Chief Commissioner for confirmation. The Feudatory Chiefs and their subjects are not amenable to British laws for acts done or property possessed in their States.

Until the year 1882 the administration of all these Chiefs was supervised by the Commissioners of the Divisions and the Deputy Commissioners of the Districts to which the several States were attached. In that year, however, disturbances having broken out in Karond (Kalahandi)—one of

the States in the Chhattisgarh Division—it was placed under the management of a Political Agent. Several other States in this Division had at the same time to be taken under direct management, and it was found that it was impossible for Deputy Commissioners to supervise the work in them efficiently in addition to their ordinary duties. When order had been restored in Karond it was proposed that the Political Agent in that State should be appointed Political Assistant to the Commissioner of the Chhattisgarh Division. This was sanctioned, and all the Feudatory States in the Chhattisgarh Division are now under the charge of the Political Agent for the Chhattisgarh Feudatories, who has his head quarters at Raipur and works under the general control of the Commissioner of the Division. The Political Agent exercises the powers of Political Agent under Chapter III of the Indian Extradition Act (XV of 1903) for the Feudatory States of which he holds charge.

Makrai is under the charge of the Deputy Commissioner of the Hoshangabad District, subject to the control of the Commissioner of the Narbada Division.

In 1905 the five States named in the margin were transferred from the Commis sionership of Chota Nagpur to that of the Chhattisgarh Division. They origi cally formed part of the South-Western Frontier Agency, which was created in 1833, but were transferred to the charge of the Commissioner of Chota Nagpur in 1854. The territories forming these States were acquired by cession in 1817 from Raghuji Bhonsla, and in 1818 Government sent a Superintendent to Sarguja to restore order in the country, which had become distracted by domestic feuds.

Chang Bhakar
Jashpur
Kosai
Sarguja
Udaipur

In 1863 the Government of Bengal issued certain rules for the guidance of the Chiefs of the Tributary Mahals of Chota Nagpur in the administration of justice in their respective jurisdictions. By these rules the judicial powers of these Chiefs were limited to sentence of imprisonment up to two years or to fines not exceeding Rs. 50, or, subject to confirmation by the Commissioner of Chota Nagpur, to sentences of imprisonment up to five years and fines not exceeding Rs. 200. They had no powers of whipping and all orders passed by them were subject to revision by the Commissioner. The rules also dealt with the management of police, prisons, etc., in their States.

In 1891 the Secretary of State decided that these five States do not form part of British India, and revised sanads were issued to them in 1899 formally recognizing them as Feudatory States and defining their relations with the British Government. The powers exercised by British Courts in respect of criminal cases arising in them, and the law and procedure by which such courts are to be guided are regulated by Notification No. 3449-I. B., dated the 17th August 1906, issued by the Government of India in the Foreign Department. On the transfer of these States to the Central Provinces in 1905 fresh sanads were granted to them, fixing their tributes for a period of fourteen years.

(1) BASTAR.

This family is said to have been driven from Warangal, in the Deccan, by the encroachments of the Muhammadan power early in the fourteenth century. In 1777 the Raja of Bastar was driven out of his territories by his brother, and took refuge with the neighbouring Chief of Jaipur, in the Northern Circars, to whom, in return for assistance in recovering his territories, he ceded on certain conditions the pargana of Kotipad. In 1782 hostilities broke out between the two States in consequence of the non-fulfilment by Jaipur of the conditions of the cession. The Bastar Chief died before he could recover the whole pargana, and as Bastar at this time failed in its payment of tribute to Nagpur, that Government took possession of the pargana and subsequently granted it to Jaipur, subject to the obligation of furnishing military aid against Bastar when required.

The constant raids and reprisals between the two States of Bastar and Jaipur kept the country for many years in a state of anarchy. In an Agreement (No. CLXXIV), taken in 1819 by the Nagpur Government from Mai Pal Deo, the Chief of Bastar, on the occasion of a revision of the settlement of the Chhattisgarh district, the latter bound himself to pay an annual tribute of 5,000 Nagpur Rupees, subject to a remission of Rs. 1,000, so long as the Kotipad pargana should remain separated from his territories. Claims to the restoration of Kotipad were more than once put forward by Bastar, but in 1863 it was finally decided that the British Government, which had succeeded to the rights of the Nagpur State, should receive Rs. 3,000 per annum from the Jaipur Chief in return for which he was to retain Kotipad and be exempt from the condition of military service attached to the original grant. Of this sum Rs. 2,000 were formally paid to the Raja of Bastar in money, and the remainder in the form of a

continued remission of tribute, which then stood at Rs 3,056* per annum. A new arrangement was sanctioned in March 1889, by which the entire sum of Rs 3,000 payable by Jaipur was to be credited in the accounts of the Madras Presidency, Rs 1,000 on account of the Kotipad pargana, and the balance as part payment of the Bastar tribute which was reduced, for the lifetime of the late Raja Bhairam Deo, to Rs 2,056, the remaining Rs 56 being recovered directly from the Bastar Chief.

Raja Bhairam Deo, who was born in 1839, succeeded in 1853.

The Raja of Bastar received a sanad of adoption in March 1863 (No CLXXI), and on the 19th December 1870 he executed an Acknowledgment of Fealty (No CLXXII).

In March 1876 a disturbance broke out at Jagdalpur, owing to certain acts of oppression and injustice committed on the people by the then Diwan, Gopinath Guru, and Adit Prasad, who were eventually removed to Sironcha in the Central Provinces. In 1881 Lal Kalandar Singh, a cousin of the Raja, became Diwan but soon after, owing to a difference of opinion between himself and the Rani, he withdrew himself from work. On a visit to Bastar in 1883 the Commissioner found that utter confusion and chaos prevailed, and the Chief Commissioner decided that Kalandar Singh should resume his duties as Diwan and be assisted by a selected officer of Government. These arrangements were sanctioned by the Government of India, but eventually broke down, owing to the incompetence as Diwan of Lal Kalandar Singh, and in 1886 an Extra Assistant Commissioner selected by the Chief Commissioner, was appointed by the Raja as his Diwan to administer the State.

Raja Bhairam Deo died in July 1891, and was succeeded by his son, Rudra Pratap Deo, who was born in 1885.

The State continued to be managed by an Extra Assistant Commissioner until 1895, when he was replaced by an European officer as Administrator. This arrangement lasted till 1903, when an Extra Assistant Commissioner was again appointed as Superintendent of the State.

It had been decided in 1888 to postpone any revision of the tribute paid by Bastar till the death of Raja Bhairam Deo. After his death,

* i.e. 4,000 Nagpur Rupees, the amount of the tribute fixed in 1819 after deducting the remission.

therefore, the tribute was fixed, in 1892, at Rs. 17,200 a year, Rs. 15,200 of which is paid by the Bastar Chief direct, the balance of Rs. 2,000 being realised annually from the Jaipur State on account of the Kotipad pargana and credited in the Madras accounts.

The area of Bastar is 13,062 square miles; revenue Rs. 3,04,199; population, by the census of 1901, 306,501; and tribute Rs. 17,200. It possesses (1905) 146 armed police.

Bastar is liable to the nazarana rules.

(2) CHANG BHAKAR.

Chang Bhakar was originally a feudal dependency of Korea, but on the 3rd January 1848 a separate agreement was made with Bhaya Bahadur Jangjit Singh Deo, the Zamindar of the State (No. CLXXV). In 1875 a Kabuliati (No. CLXXVI) was executed by, and in 1876 a Sanad (No. CLXXVII) granted to, the Zamindar of Chang Bhakar, renewing for 20 years the settlement of 1848. The Sanad of 1899 (No. CLXXVIII), which was granted to Raja Bhaya Mahabir Singh Deo, fixed his tribute for another 20 years. On the partition of Bengal a fresh Sanad (No. CLXXIX), dated the 23rd December 1905, was given to the Chief, fixing his tribute for 14 years.

The present Chief, Bhaya Mahabir Singh Deo, who was born on the 15th April 1879, succeeded his uncle, Bhaya Balbhadra Singh Deo, in September 1896. He was placed in full charge of his State in 1900, on the attainment of his majority.

The area of the State is 906 square miles; revenue Rs. 8,000; population, by the census of 1901, 19,548; and tribute Rs. 387.

Chang Bhakar is liable to the nazarana rules.

(3) JASHPUR.

Jashpur was originally a feudatory of Sarguja, and still pays its tribute to the British Government.

In 1819 a Sanad (No. CLXX) was executed by Raja Ram Singh of Sarguja, and in 1875 a Sanad (No. CLXXXI) was given to the Chief of Jashpur by, Raja Pratap Narayan Singh, fixing his tribute for 20 years. The Sanad of 1899 (No. CLXXXII), which was granted to Raja Pratap Narayan Singh, fixed his tribute for another 20 years, and on the partition of Bengal a fresh Sanad (No. CLXXXIII), dated the 23rd December 1905, was given to the Chief, fixing his tribute for 14 years.

Sanad (No CLXXXIII), dated the 23rd December 1905, was granted to the Chief, which fixed his tribute for 14 years

The present Chief, Raja Bishan Prasad Singh, who was born on the 16th December 1864, succeeded his father, Raja Pratap Narayan Singh Deo Bahadur, C I E, in April 1900. He was not, however, given direct management of his State till January 1903

The area of the State is 1,963 square miles, revenue Rs. 1,10,466, population, by the census of 1901, 132,114, and tribute Rs 1,250. It has (1905) two serviceable guns

Jashpur is liable to the nazarana rules

(4) KANKER

This State was held by the Marathas on the condition of furnishing 500 men for the service of the Government, free of expense, whenever required to do so. In 1809 the then Chief was deprived of Kanker, but was in 1818 restored to it under the authority of the British Resident at Nagpur on payment of an annual tribute of Rs 500. This was remitted in 1823 in consequence of the Government having resumed the sayar duties formerly levied by him

Maharaja Dhiraj Narhar Deo, who was born in 1850, succeeded in 1853

On the 11th January 1866 the Raja of Kanker received a sanad, dated the 20th May 1865, guaranteeing him the right of adoption (No CLXX) and he executed an Ikrarnama (No CLXXII) at the same time

In 1889 Narhar Deo's mind became unhinged by domestic troubles, and as he showed no signs of recovery, it became necessary to appoint a Diwan to administer the State. This was accordingly done in 1890, and this arrangement continued in force up to July 1894, when it was decided to take the State under the management of Government, until the general health and mental condition of the Chief should improve sufficiently to enable him to resume the administration. In 1894 the management of the State was restored to him, subject to the condition that he should consult the Political Agent in the preparation of his budget.

Maharaja Dhiraj Narhar Deo died without issue in May 1903, and was succeeded by his nephew, Lal Kamal Deo, with the hereditary title of Maharaja Dhiraj, who was born in 1874. Certain restrictions were placed

upon the Chief's powers for a period of three years from the date of his succession.

In 1868 the question of levying tribute from Kanker had come up for consideration, but it was decided in that year that there was no reason for cancelling the exemption of 1823. The question again arose in 1888, when it was determined that the exemption should continue till the death of Narhar Deo. When Lal Kamal Deo succeeded, the Government of India ruled that the exemption should continue in perpetuity.

The area of Kanker is 1,429 square miles; revenue Rs. 2,09,659; population; by the census of 1901, 103,536; tribute *nil*. It possesses (1905) 20 armed police.

Kanker is liable to the nazarana rules.

(5) KAWARDHA.

Kawardha is held by a branch of the Pandariya family, and was conferred for military services by Raghuji Bhonsla. The elder branch of the Kawardha family holds the zamindari of Pandariya, to which the son by a senior wife succeeds to the exclusion of his elder brother by a junior wife. By this custom Ram Singh, a younger son, but by a senior wife, became Zamindar of Pandariya. On the extinction in 1863 of the younger or Kawardha branch of the family, Ram Singh's elder brother, Bahadur Singh was recognised as Chief of Kawardha, but died shortly afterwards, when he was succeeded by Ram Singh's elder son by a junior wife, Rajpal Singh, who was born in 1849.

In 1866 the Zamindar of Kawardha was given a sanad, dated the 20th May 1865, guaranteeing him the right of adoption (No. CLXX), and on the 27th June 1866 he executed an Ikrarnama (No. CLXXII):

In consequence of Rajpal Singh's maladministration the Government of India, in 1884, sanctioned his removal from power for a period of five years, the arrangement being subject to reconsideration at the expiration of that time. In November 1889 the Government of India sanctioned the continuance of the same arrangements for a further period of five years, the State remaining under Government management.

Thakur Rajpal Singh died on the 31st December 1891, and was succeeded by his nephew, Jadunath Singh, who was born in 1886. The administration of the State is carried on by a Superintendent appointed by Government.

The tribute originally fixed at Rs 2,000 was subsequently more than quadrupled by the Bhonsla family

The area of Kawardha is 798 square miles, revenue Rs. 1,04,698; population, by the census of 1901, 57,474, and tribute Rs 32,000 It has (1905) 16 armed police

Kawardha is liable to the nazarana rules

(6) KHAIRAGARH.

The family of the Khairagarh Chief is a branch of the old Gond dynasty of Mandla In 1755 the Marathas levied a tribute of 1,500 Nagpur Rupees, and this amount was at various times raised till, on the lapse of the Nagpur State to the British Government in 1854, it stood at nearly 39,000 Company's Rupees In 1867 the tribute was again revised and fixed at Rs. 47,000 per annum for a period of twenty years

On the 4th January 1866 a Sanad (No CLXX), dated the 20th May 1865 guaranteeing him the right of adoption, was delivered to the Zamindar of Khairagarh and on the same day he executed an Ikarnama (No CLXXII).

In 1870, owing to his tyranny and oppression, the ruling Chief, Lal Fateh Singh, was deprived of civil and criminal jurisdiction In 1873 his indebtedness and continued maladministration compelled the Government of India to deprive him of the fiscal management also, and to assume the entire administration of the State Lal Fateh Singh died in 1874, and the State remained under direct management till 1883, when it was restored to his eldest son, Lal Umrao Singh, *alias* Kanhaiya Lal Kanhaiya Lal died on the 6th November 1890, and was succeeded by his son, Kamal Narayan Singh, who was born in 1871 His succession was recognised by the Government of India in February 1891

Three Deeds (Nos CLXXXIV to CLXXXVI) making over railway lands, with the jurisdiction thereon, were executed by the Chief, Lal Umrao Singh. The first, executed on the 21st August 1883, referred to land required for the Nagpur and Chhattisgarh State Railway, and the two latter, which were executed on the 9th March 1890 and 27th September 1890, respectively, referred to the Bengal-Nagpur Railway.

The area of the State is 931 square miles, revenue Rs. 3,74,953; population, according to the census of 1901, 137,554, and tribute Rs. 70,000. It has (1905) 38 armed police

Khairagarh is liable to the nazarana rules.

(7) KONDKA, OR CHHUIKHADAN.

This Chiefship is held by a religious family ; it was conferred on Rup Das in 1750 by Madhoji Bhonsla. Marriage is permitted in the sect to which this family belongs.

The Zamindar of Chhuikhadan received on the 4th January 1866 a Sanad (No. CLXX), dated the 20th May 1865, guaranteeing him the right of adoption, and on the same date he executed an Ikrarnama (No. CLXXII).

Mahant Sham Kishor Das, who was born in 1838, succeeded his father in December 1887, after having been for some years previously the virtual ruler of the State. About the time of his father's death it was brought to light that Mahant Sham Kishor Das had committed a gross act of injustice by threatening certain malguzars with eviction from their villages unless they paid up very heavy fines inflicted, because they had brought to the notice of the authorities certain exactions on the part of the Chief. The men paid the fines in order to escape eviction. Enquiry showed that this policy of intimidation was not uncommon in Chhuikhadan, and the Chief was accordingly called on to make amends to the men he had injured; to abolish the nazarana system, guaranteeing his gaontias against unwarrantable eviction; and to appoint an approved Diwan to assist him in carrying out the necessary reforms in the administration of the State, the affairs of which were found to have been grossly mismanaged. The Diwan was appointed in 1892 and withdrawn in 1895. Mahant Sham Kishor Das died on the 26th December 1896. In April 1897 the Government of India recognised as his successor his eldest son, Mahant Radha Ballabh Kishor Das, then aged about 43 years, but the administration was to be carried on by a Diwan, appointed by Government. This Chief was murdered on the 17th October 1898, and was succeeded by his eldest son, Digbi Jai Jugal Kishor Das, during whose minority the State continued to be administered by a Diwan. Digbi Jai Jugal Kishor Das died on the 30th September 1903. His younger brother, Bhudhar Kishor Das, who was born in 1892, succeeded him. During his minority the State is under Government management.

The area of Chhuikhadan is 154 square miles ; revenue Rs. 64,682 ; population, by the census of 1901, 26,368, and tribute Rs. 15,000. It possesses (1905) 12 armed police.

The State is liable to the nazarana rules.

(8) KOREA.

A Kabulhat was executed by Raja Gharib Singh in 1819 (No CLXXXVII), engaging to pay annual tribute. In 1848 another Agreement (No CLXXV) was made with Raja Umol Singh. In 1876 a Kabulhat (No CLXXXVIII) was executed by, and a Sanad (No, CLXXXIX) granted to, Raja Pran Singh Deo, renewing for 20 years the settlement of 1848. The Sanad of 1899 (*see* No CLXXXVIII), which was granted to the present Chief, settled his tribute for another 20 years. On the partition of Bengal a fresh Sanad (No CXI), dated the 23rd December 1905, was granted to the Chief, fixing his tribute for 14 years.

The late Chief, Raja Pran Singh Deo, died on the 24th July 1897. For two years after his death the State was under the management of a leading zamindar pending an enquiry as to the legal successor. The succession of Raja Sheo Mangal Singh, a distant cousin, who was born on the 25th January 1874, was finally recognised by the Government of India in August 1899.

The area of Korea is 1,631 square miles revenue Rs. 23,204, population, by the census of 1901, 35,113 and tribute Rs. 500. The State has (1905) 8 armed police and 1 unserviceable gun.

Korea is liable to the nazarana rules.

(9) MAKRAI.

This petty Chiefship struggled with varied fortune against the Peshwa, Sindhia, and the Pindaris, and was eventually taken under British protection.

In 1858 the Chief was placed under the control of the Commissioner, Jabalpur Division, with the Deputy Commissioner, Hoshangabad, as Political Agent, he was instructed to correspond with the latter and attend to his wishes and advice. Up to 1863 the Chief received Rs 2,243 14-5 annually as compensation for the loss of transit duties, the levy of which was entirely abolished from the 1st May 1847. This payment was commuted in 1863 for the lump sum of Rs 23,000, and no payment is now made in lieu of transit duties.

The Raja of Makrai received an adoption Sanad in March 1862 (No. CLXVI), and on the 7th March 1866 he executed an Ikarnama (No CLXXII).

The present Chief, Raja Lachhu Sah *alias* Bharat Sah, is an adopted son; he succeeded in 1866 and was born in 1846. Towards the end of 1890 the management of the State was taken out of his hands for a period of three years on account of gross mismanagement, and a Diwan was appointed to conduct the administration of the State under the superintendence of the Deputy Commissioner of Hoshangabad. In 1893 the management was restored to the Chief, subject to the condition that he should administer the State on the lines already in force, and should appoint as his Diwan a man approved by the Chief Commissioner.

The area of Makrai is 155 square miles; revenue Rs. 61,114; population, by the census of 1901, 13,035; and tribute *nil*. It possesses (1905) 46 armed police, 1 artillery man, and 2 serviceable guns.

Makrai is liable to the nazarana rules.

(10) NANDGAON.

The country comprised in the Nandgaon Chiefship was conferred in 1723 by Raghuji Bhonsla on a religious devotee, named Ram Das. Celibacy being one of the observances of the sect to which Ram Das belonged, the succession is maintained by adoption. Though belonging to the sect of Bairagis professing celibacy, such profession was among the headmen merely nominal.

On the 4th January 1866 a Sanad (No. CLXX), dated the 20th May 1865, guaranteeing the Chief of Nandgaon the right of adoption, was delivered to Ghasi Das, Zamindar of Nandgaon, and on the same date he executed an Ikrarnama (No. CLXXII).

Ghasi Das was himself married at a somewhat advanced time of life, but adopted the Hindu custom of marrying his son at an early age. On a representation made by him in 1879 the Government of India assured him that marriage would not be allowed to invalidate the succession.

Ghasi Das died in November 1883, and was succeeded by his son, Balram Das, who was born in 1866. The administration of the State, until Balram Das attained the age of 21, was entrusted to his mother, aided by a Diwan. In 1887 the Chief received the title of Raja as a personal distinction. In 1888, owing to the lax supervision of the Diwan, Gobind Rao, and the general remissness of the State police in properly dealing with crime, the arrangements sanctioned in 1884 were suspended, and an

officer of the standing of an Extra Assistant Commissioner was appointed as Diwan to conduct the administration of the State in the name of the young Chief, Raja Balram Das till he should prove himself capable of managing its affairs. Raja Balram Das was invested with full powers in August 1891. He died on the 25th August 1897 and was succeeded by his adopted son, Mahant Rajendra Das, who was born on the 21st March 1894. During his minority the State is under Government management.

Certain lands required for the Bengal Nagpur Railway were made over, with the jurisdiction thereon by the Chief under a deed, executed on the 12th January 1891 (No CXCI). This deed supersedes the one executed by the Chief Mahant Ghasi Das on the 2nd July 1883, whereby certain lands were provided for the Nagpur and Chhattisgarh State Railway.

The area of Nandgaon is 871 square miles revenue Rs 3,50,010, population, by the census of 1901, 126,365 and tribute Rs 70,000. It has (1905) 62 armed police.

Nandgaon is liable to the *nazarana* rules.

(11) RAIGARH.

The zamindari of Bargarh was in 1833 conferred on the Chief of Raigarh Deonath Singh, its former holder having been convicted of rebellion. Deonath Singh rendered good service in 1857, died in 1862, and was succeeded by his son, Ghansham Singh.

On the 4th January 1866 a Sanad (No CLXX), dated the 20th May 1865 guaranteeing him the right of adoption, was delivered to the Raja of Raigarh, and on the same day he executed an *Ikrarnama* (No CLXXI). After the revision of his tribute the Chief was also granted a sanad, dated the 4th September 1867 (No CLXXIII), which fixed his tribute at Rs 400 a year.

Owing to the Chief's maladministration the State was in 1885 taken under Government management. Ghansham Singh died in 1890, and his son, Lal Bhup Deo Singh, who was born in 1868, was recognised by Government as his successor. He was formally installed on the 14th January 1894, and at the same time the management of the State was handed over to him.

By a document, dated the 19th September 1890, the Chief transferred to the British Government certain lands, with the jurisdiction thereon, required for the Bengal Nagpur Railway Company (*see* footnote to No CXCI).

The area of Raigarh is 1,486 square miles; revenue Rs. 1,60,632; population, by the census of 1901, 174,929; and tribute Rs. 4,000. It possesses (1905) 31 armed police.

(12) SAKTI.

This State was at one time held as a tributary to the Maharaja of Sambalpur.

A Sanad (No. CLXX), dated the 20th May 1865, guaranteeing him the right of adoption, was delivered to the Raja of Sakti on the 4th January 1866, Ranjit Singh, on the same day, executing an Ikrarnama (No. CLXXII).

Raja Ranjit Singh, who was born in 1836, was deprived of all power in 1875 for gross oppression and attempts to support false representations by means of forged documents; and the management of the State was assumed by the British Government. In February 1892 the Government of India sanctioned the installation of Rup Narayan Singh, born in 1856, and elder son of the *ex*-Raja, as Chief of Sakti, and the appointment of a Diwan through whom the Chief was to rule the State. Owing to the mismanagement by the Chief it was found necessary in 1902 to compel him to accept a Diwan selected by Government, by whom he was to be guided in all matters of administration.

In May 1905 the *ex*-Chief, Ranjit Singh, who up to that time had been forbidden to reside in the Sakti State, was allowed to return on condition that he interfered in no way with the administration of the State.

By a Document, dated the 31st October 1890 (No. CXCI), the Chief, acting through the Deputy Commissioner, Bilaspur, as the then Political Agent of the Sakti State, made over to the British Government certain lands, with the jurisdiction thereon, required for the Bengal-Nagpur Railway Company.

The area of Sakti is 138 square miles; revenue Rs. 35,411; population, by the census of 1901, 22,301; and tribute Rs. 1,300. It has (1905) 6 armed police.

(13) SARANGARH.

On the 4th January 1866 a Sanad (No. CLXX), dated the 20th May 1865, which guaranteed to the Raja of Sarangarh the right of adoption, was delivered to Raja Singram Singh, who executed on the same day an Ikrarnama (No. CLXXII). After the revision of his tribute the Chief was also

granted a Sanad (*see* footnote to No CLXXIII), dated the 4th September 1867, which fixed his tribute at Rs 1,350 a year

In 1878 gross mismanagement was found to exist in this State. The rayats were oppressed, the revenues were misappropriated, fraud and injustice prevailed in the Courts, and the young Chief, Raja Bhawani Pratap Singh, was being allowed to grow up without education. The temporary management of the State during his minority was accordingly assumed by the British Government.

In 1885 Raja Bhawani Pratap Singh requested that the full powers of a Feudatory Chief might be conferred on him. The local officers reported that the Chief was badly educated, inexperienced, and incapable of managing the affairs of his State. The Raja's request was therefore not granted, and the arrangement then in force, *viz*, the administration of the State by an officer of the rank of an Extra Assistant Commissioner, was continued.

Raja Bhawani Pratap Singh died in September 1889 and was succeeded by Lal Raghubar Singh. This Chief died in August 1890 and was succeeded by his minor son, Lal Jawahir Singh who was born in 1886. During his minority the State is under Government management.

The area of Sarangarh is 540 square miles, revenue Rs 85,383, population, by the census of 1901, 79,900, and tribute Rs 3,500. It possesses (1905) 15 armed police.

Sarangarh is liable to the nazarana rules.

(14) SARGUJA.

In 1820 Raja Lal Umar Singh was granted a Sanad (No CXCI), and executed a Kabuliati (No CXCVI), promising allegiance to the British Government. In 1825 he was given a Patta (No CXCVI). In 1875 a Kabuliati (No CXCVI) was executed by, and in 1876 a Sanad (No CXCVII) granted to, Raja Bindheshwari Prasad Singh Deo Bahadur, who had been appointed by Government to manage the State during the lifetime of Maharaja Indarjit Singh, who was a lunatic. This agreement renewed for 20 years the settlement of 1825. The Sanad of 1899 (*see* No CLXXVIII), which was granted to Maharaja Raghunath Saran Singh Deo Bahadur, settled his tribute for another 20 years. On the partition of Bengal a fresh Sanad (No CXCVIII), dated the 23rd December 1905, was granted to the Chief, which fixed his tribute for 14 years.

(iv)—THE NON-FEUDATORY ZAMINDARIS

The *Wainganga* Zamindaris (44 in number) form portions of the Bhandara and Balaghat districts. The Zamindars are now nothing more than large landowners, holding their Estates on favourable terms in consideration of the dignity enjoyed and services rendered by their families in former years. They have been relieved of all police duties, and no longer exercise any function of government whatever. None of the Zamindaris are scheduled districts (Act XIV of 1874).

The *Chanda* Zamindars (20 in number) hold their Estates under special Patent (No. CCIII). The Zamindars formerly controlled the arrangements for excise, pounds, and ferries within their Zamindaris and enjoyed the revenue from these sources, but these privileges have been withdrawn, the loss of revenue being recognised by the grant of some pecuniary compensation. The administration of the police has also been withdrawn from the Zamindars, and the force which they formerly maintained has been replaced by Government police. The clauses of the patent referring to these functions of the Zamindars are, therefore, now obsolete. Such of its conditions as are not obsolete have been embodied in a *Wajib-ul arz* drawn up in 1904. The Zamindaris are held on condition of loyalty, proper management, and the improvement and cultivation of the Estates; and the right of free access to all minerals in the Estates is reserved to Government.

The Zamindaris are all scheduled districts.

The total area of these zamindaris is 3 445 square miles, and the population, according to the census of 1901, is 142,616.

The *Chhattisgarh* Zamindaris, 31 in number, form portions of the Raipur, Durg, and Bilaspur Districts. Their rights in respect of police, excise, and pounds have been resumed, as in Chanda, and Government police have been introduced into these Zamindaris. The majority of the Estates are scheduled districts.

The Jagirdars of *Chhindwara* and *Hoshangabad*, 11 in number, hold their Estates under Sanads (No. CCIV) issued to them in 1880. As in the case of the Chanda and Chhattisgarh Zamindars, their rights pertaining to police, excise, and pounds have been resumed. The Jagirs are held on condition of loyalty, proper management, and the improvement and culti-

vation of the Estates ; and all rights in connection with minerals found in the Estates are reserved to Government.

All these Estates are scheduled districts.

The total area of the Jagirs is 18,916 square miles ; and the population, according to the census of 1901, 1,157,356.

List of the Zamindaris and Jagirs of the Central Provinces

Ser al No	District	Name of Zamindari or Jagir	Amount of present <i>Takoli</i> paid to Government	Clan or tribe of the Zamindar or Jagirdar
			Rs	
1	Balaghat	Hatta	22 990	Lodhi
2		Kirnapur* ..	6 290	Kanbi
3		Bhadra ..	11 000	Pathan
4		Bhanpur ..	5	Gond
5		Kanhi	3 800	Golar
6		Bamhangaon ..	1 292	Rajput
7		Badgaon	396	Do
8		Bijagath	1,900	Gond
9		Chauria	80	Do
		Total	47 753	
10	Bhandara	Chichgarh ..	5 400	Halba
11		Palasgaon (Palandur) ..	1 000	Gond
12		Rajoli	905	Pathan
13		Mohgaon ..	1 500	Rajput
14		Kanhargaon ..	90	Do
15		Deor Kshori ..	1 000	Lodhi
16		Bhagi ..	1 040	Gond
17		Chichewara	1 275	Halba
18		Salgaon ..	725	Lodhi

* The Kirnapur Zamindari has been re-constituted without powers of transfer under the sanad granted by the Chief Commissioner in Revenue Department letter No 4784 A. dated the 6th August 1904

† A single village (Pola) is alone left to the Zamindar all the rest having been alienated and passed out of Zamindari tenure

Serial No.	Dist.	Name of Zamindari or Jagir.	Amount of present <i>Takoli</i> paid to Government.	Clan or tribe of the Zamindar or Jagirdar.
			Rs.	
19	Bhandara— <i>Conch.</i>	Palasgaon	280	Rajput.
20		Chikhli	469	Gond.
21		Gond-Umri	2,000	Do.
22		Umri	1,000	Rajput.
23		Dalli	1,725	Gond.
24		Arjuni	1,300	Do.
25		Dawa	2,000	Halba.
26		Khajji	600	Rajput.
27		Turmapuri	750	Gond.
28		Khairi	550	Halba.
29		Jambhli	560	Gond.
30		Kamptha	51,000	Lodhi.
31		Warad	17,000	Do.
32		Gangejhari	1,300	Pardhan.
33		Amgaon	10,000	Kunbi.
34		Phukimeta	825	Puar.
35		Saoli-Dongargaon	4,795	Kunbi.
36		Bijli	6,930	Lodhi.
37		Darekasa	2,345	Gond.
38		Satekasa	1,070	Do.
39		Palkhera	5,410	Kunbi.
40		Nansari	1,700	Brahman.
41		Tirkheri	950	Puar.
42		Malpuri	795	Do.
43		Purada	1,600	Gond.
44		Dongarli	500	Rajput.
		Total	1,30,389	

Ser al No	D i tr ct	Name of Zamindari or Jag r	Amount of present Tatols pa d to Govern ment	Clan or tr be of the Zam ndar or Jag rdar
			Rs	
45	Chanda	Chandala	17	Raj-Gond.
46		Potegaon "	16	Do
47		Gilgaon	32	Do
48		Moranda	48	Do
49		Khntgaon	15	Do.
50		Jharapapra "	22	Halba
51		Ah ri " "	800	Raj-Gond.
52		Sonsari " "	140	Halba
53		Gewardha "	150	Patban
54		Palasgarh " "	250	Raj Gond
55		Srsundi	15	Do
56		Kotgal	12	Gond
57		Rangi "	45	Marja
58		Aundhi	24	Raj Gond
59		Muramgaon "	8	Do
60	Raipur	Dhanora	30	Do
61		Dodhmala	8	Do
62		Pannabaras " "	150	Do.
63		Koracha "	10	Gond
64		Ambagarh Chouki	500	Do
		Total	2,292	
65		B adra Nawagarh	16 000	Gond
66		Khar ar	7 500	Chouhan Rajput
67		Narra "	300	Kanwar
68		Deor "	400	Bhojwar
69		Saarmar "	2 500	Good,

Serial No.	District.	Name of Zamindari or Jagir.	Amount of present <i>Takoli</i> paid to Government.	Clan or tribe of the Zamindar or Jagirdar.
			Rs.	
70	Raipur—concl'd.	Kauria	4,500	Gond.
71		Fingeshwar	5,500	Raj-Gond.
72		Phuljhar	8,735	Gond.
73		Bilaigarh	2,000	Do.
74		Bhatgaon	1,600	Binjya.
75		Katgi	2,000	Gond.
		Total ...	51,035	
76	Drug.	Gonderdehi	6,700	Raj-Kanwar.
77		Khujji	2,750	Pathan.
78		Dondi-Lohara	6,800	Gond.
79		Thakurtola	1,900	Dhur-Gond.
80		Gandai	6,655	Gond.
81		Barbaspur	2,080	Do.
82		Silheti	1,790	Dhur-Gond.
83		Sahaspur-Lohara	8,000	Gond.
84	Bilaspur.	Parpori	3,500	Do.
		Total ...	40,175	
85		Pandaria	22,500	Raj-Gond.
86		Kanteli	2,200	Do.
87		Pendra	3,000	Kowar.
88		Matin	300	Do.
89		Kenda	1,000	Do.
90		Lapha	1,000	Do.
91		Uprora	460	Do.

Serial No	District.	Name of Zamindar or Jagir.	Amount of present <i>Takhs</i> paid to Government	Clan or tribe of the Zamindar or Jagirdar.
			Rs	
92	Bilaspur— <i>conold.</i>	Chhuri ..	2 500	Kowar.
93		Korba ..	4,100	Do
94		Chapa ..	3 300	Do
95		Malkharoda ..	"	Rajput
		Total ..	40,360	
96	Chhindwara	Hatra ..	693	Gond
97		Sonpur ..	467	Do
98		Batkagarh ..	494	Do
99		Bhardbagath ..	178	Do
100		Gorpani ..	81	Do
101		Gorakhghat ..	45	Do.
102		Partabgarh Pagara ..	739	Do.
103		Pachmarhi ..	267	Mawasi (Korku)
104	Hoshangabad.	Almod ..	125	Gond
		Total ..	3 089	
105	Hoshangabad.	Chater ..	190	Raj Gond.
106		Baniam Pagara ..	85	Mawasi.
		Total ..	275	
		GRAND TOTAL ..	3,15 368	

* Held free of revenue in perpetuity.

No. CLVII.

TREATY with the RAJAH of BERAR in 1781.

Whereas a friendship is firmly established betwixt Maharajah Madajee Boosla and the English, the following Articles are accordingly settled by Syna Bahadur through Rajah Ram Pundit:—

1st.—The Rajah Syna Bahadur shall send 2,000 good and effective horse along with Colonel Pearse to assist the English in the war against Hyder Naig; that the officer commanding them shall act under the order of the said Colonel, or the officer who shall command the Bengal troops in the Carnatic; and that they shall receive from the officer who shall command the Bengal troops in the Carnatic an allowance for their support at the rate which hath been settled in a separate paper by the Governor-General and Council and Rajah Ram Pundit, month by month, in the same proportion as the English troops shall receive their pay.

2nd.—That the army of Rajah Syna Bahadur will immediately leave Orissa, and march in an expedition against Gurrah Mundelah; let the Governor-General and Council of the English, from a regard to the friendship which subsist betwixt the family of Bhosilah and the English, give orders that an English officer with a body of the troops, now stationed in Hindostan, may march from that quarter to assist the Rajah in the above-mentioned expedition, and having reduced Gurrah Mundelah, establish immediately the Rajah's garrisons there.

3rd.—That in order that the friendship betwixt the family of Maharajah Madajee Boosla and the English may daily be strengthened and augmented, let the Governor-General and Council for the present send a trusty person to Nagpore, and hereafter the Dewan Deogur Pundit will come from that place and have an interview with the Governor-General, when, with their mutual advice and approbation, the desires and demands of both parties will be adjusted and settled.

4th.—That if it should happen from particular circumstances that an interview betwixt Deogur Pundit and the Governor-General cannot take place, in that case the desires and demands of both parties may be settled at Nagpore by the intervention of a trusty person, and the bonds of friendship shall be so firmly established betwixt the family of Bhosilah and the English that no infraction or injury can ever by any means happen to them.

Account of the monthly expense of the troops to be sent along with Colonel Pearse.

Two thousand sowars or horse, at Rupees 50,000 per month for each 1,000, making altogether 1 lakh of rupees per month.

Dated 8th Rubbee-ul-Sani, in the 22nd year of the Reign.

The said allowance shall commence from the time of the troops leaving Cuttack, and when they shall have finished the service, and having received

their dismissal from the Command of the Fort & on the Ball - then
to their own
of munzils
mission to the city of Cuttack

No. CLVIII.

TREATY of PEACE between the HONORABLE ENGLISH EAST INDIA COMPANY and their ALLIES on the one part, and SENAH SAHEB SOUBAH RAGHOJEE BHOOSLA on the other, settled by MAJOR-GENERAL WELLESLEY on the part of the HONORABLE COMPANY and their ALLIES, and by JESWUNT RAO RAMCHUNDER on the part of SENAH SAHEB SOUBAH RAGHOJEE BHOOSLA, who have each communicated to the other their full powers,—1803

ARTICLE 1

There shall be perpetual peace and friendship between the Honorable Company and their Allies on the one part, and the Senah Saheb Soubah Raghojee Bhoosla on the other

ARTICLE 2

Senah Saheb Soubah Raghojee Bhoosla cedes to the Honorable Company and their Allies, in perpetual sovereignty, the Province of Cuttack, including the Port and District of Balasore

ARTICLE 3

He likewise cedes to the Honorable Company and their Allies, in perpetual sovereignty, all the territories of which he has collected the revenues in participation with the Soubah of the Deccan, and those of which he may have possession which are to the westward of the River Wurdah

ARTICLE 4

It is agreed that the frontier of Senah Saheb Soubah towards the territories of His Highness the Soubah of the Deccan shall be formed to the west by the River Wurdah from its issue from the Injardy hills to its junction with the Godavery

The hills on which are the Forts of Nernallah and Gouelghur are to be in the possession of Senah Saheb Soubah, and everything south of those hills, and to the west of the River Wurdah, is to belong to the British Government and their Allies

ARTICLE 5.

Districts amounting to four lakhs of rupees per annum contiguous to, and to the south of the Forts of Nernallah and Gouelghur, are to be given over to Senah Saheb Soubah. Those districts are to be fixed upon by Major-General Wellesley and delivered over to Senah Saheb Soubah at the same time with the forts.

ARTICLE 6.

Senah Saheb Soubah, for himself, his heirs and successors, entirely renounces all claims of every description on the territories of the British Government and their Allies, ceded by the 2nd, 3rd, and 4th Articles, and on all the territories of His Highness the Soubah of the Deccan.

ARTICLE 7.

The Honorable Company engage that they will mediate and arbitrate according to the principles of justice, any disputes or differences that may now exist or may hereafter arise between the Honorable Company's Allies, Secunder Jah Bahadur, his heirs and successors, and Rao Pundit Purdhan, his heirs and successors respectively, and Senah Saheb Soubah.

ARTICLE 8.

Senah Saheb Soubah engages never to take or retain in his service any Frenchmen, or the subject of any other European or American Power, the Government of which may be at war with the British Government, or any British subject, whether European or Indian, without the consent of the British Government. The Honorable Company engage on their part, that they will not give aid or countenance to any discontented relations, Rajahs, Zemindars, or other subjects of Senah Saheb Soubah who may fly from or rebel against his authority.

ARTICLE 9.

In order to secure and improve the relations of amity and peace hereby established between the Governments, it is agreed that accredited Ministers from each shall reside at the court of the other.

ARTICLE 10.

Certain Treaties have been made by the British Government with feudatories of Senah Saheb Soubah. These Treaties* are to be confirmed. Lists of the persons with whom such Treaties have been made will be given to Senah Saheb Soubah, when this Treaty will be ratified by His Excellency the Governor-General in Council.

* Vide Treaties with Tributary and Feudatory States of Orissa, Vol. I., Part III. The Rajah manifested the utmost reluctance to ratify this clause, and it was only under the threat of renewed hostilities that he consented to sign the lists.

Annexure

Senah Sahib Soobah hereby ~~declares~~ ^{declares} that he and his successors, all adherence to the ~~convention~~ ^{convention} of the Scindia and other Mahatta Chiefs, in relation to the ~~British~~ ^{British} and their Allies. He engages ~~that he will not~~ ^{that he will not} should still continue.

This Treaty of Peace is to be ~~in force~~ ^{in force} from eight days from this time, and ~~the~~ ^{the} General Wellesley, at which time the ~~original~~ ^{original} shall be delivered in two months from this date.

Done in Camp at Deogaon, this 17th Decem^r 1803, answering to the 2nd Ramzan 1213 Fassli.

Ratified by the Governor-General and Council on the 9th January 1804.

No. CLIX.

TRANSLATION of an ENGAGEMENT for the restitution of the Provinces of SUMBULPORE and PATNA by the BRITISH GOVERNMENT to RAJAH RAGHOOJEE BHODSLAH SAH SAHEB SOOBAN BAHADOOR, dated 24th Augu^r 1803 corresponding with the 9th of Jemmadee-Dee^r 1213 Hijree.

According to the relations of harmony and friendship between the British Government and Maharajah Raghojee Bhowdlee, Sir George Hillier Barlow, British Resident at Maharajah Raghojee Bhowdlee's Court, and Patna which was ceded to the British Government, with the exception of the following Scindia claim whatever Maharajah shall possess over the

SCHEDULE.

NAMES OF PERGUNNAHS OF SUMBULPORE.

Sumbulpore.	Burgurh.	Boomra.
Sonepore.	Suktee.	Boncee.
Saurungurh.	Lerakole.	Gangpoor.

NAMES OF PERGUNNAHS OF PATNA.

Patna.	Nawagurh.	Tonageer.
Khauss Patna.	Ghureeband.	Borasambre.

The territory of Rajah Joojar Sing shall continue to be incorporated with the British dominions. The Maharajah on his part hereby renounces all future claim to the territory of Rajah Joojar Sing, and further engages never to make any pecuniary demand on that territory or to exercise any authority over it. If at any time, Rajah Joojar Sing, with a view to excite disturbance, shall either attack the country of Maharajah Raghojee Bhooslah or enter into any collusion with the zemindars of the Maharajah's territory for the purpose of making war upon the Maharajah, the Maharajah shall report the same to the Honorable the Governor-General in Council, who will duly enquire into the circumstances of the case, and if such acts should be proved against Rajah Joojar Sing, his country shall be separated from the British dominions, and the Maharajah shall be at liberty, with the consent of the British Government, to march his troops against the said Rajah Joojar Sing. The Governor-General will not in any manner encourage or afford him protection. On the other hand, the Maharajah and his officers shall not, without the consent of the British Government make war in any manner upon Rajah Joojar Sing or offer any molestation to him. If, however, Rajah Joojar Sing shall be found guilty of any outrages, in that case Roygurh shall be separated from the Company's dominions, and annexed to those of the Maharajah, in the same manner as Sumbulpore and Patna.

It is hereby agreed that a copy of this Treaty, ratified by the Governor-General in Council, shall be transmitted from Fort William in the space of two months and eleven days from this date.

Ratified by the Governor-General in Council on the 2nd October 1806.

No. CLX.

TREATY of PERPETUAL DEFENSIVE ALLIANCE between the HONORABLE ENGLISH EAST INDIA COMPANY and HIS HIGHNESS MAHARAJAH PURSOJEE BHOOSLAH, his heirs and successors, settled with RAJAH MOODHAJEE BHOOSLAH, exercising with plenary powers all the functions of Government, on behalf of the said MAHARAJAH, by RICHARD JENKINS, Esq, Resident at the Court of His Highness, by virtue of the powers delegated to him by the RIGHT HONORABLE FRANCIS, EARL of MOIRA, K G, one of HIS BRITANNIC MAJESTY'S Most HONORABLE PRIVY COUNCIL, GOVERNOR GENERAL IN COUNCIL, appointed by the HONORABLE the COURT of DIRECTORS of the said HONORABLE COMPANY to direct and control all their affairs in the East Indies,—1816

Whereas, by the blessing of God, the relations of peace and friendship have uninterruptedly subsisted for a length of time between the Honorable English East India Company and " said, adverting to the complexion of to the preservation of peace and rights and territories, and those of their allies and dependents, to enter into the defensive alliance on the terms specified in the underwritten Articles

ARTICLE 1

The peace, union, and friendship, so long subsisting between the two States, shall be promoted and increased by this Treaty, and shall be perpetual. The friends and enemies of either shall be the friends and enemies of both, and the contracting parties agree, that all the former Treaties and Agreements between the two States now in force, and not contrary to the tenor of this Engagement, shall be confirmed by it

ARTICLE 2.

If any Power or State whatever shall commit any act of unprovoked hostility or aggression against Maharajah Pursojee Bhooslah, and, after due representation shall refuse to enter into an amicable explanation, or shall deny the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand. For the more distinct explanation of the true intent and effect of this Agreement, the

Central Provinces—Nagpur—No. GLX.

Governor-General in Council, in behalf of the Honorable Company, hereby declares that the British Government will never permit any Power or State whatever, in which description is included the tribe of Pindarries, to commit with impunity any act of unprovoked hostility or aggression against the rights and territories of Maharajah Pursojee Bhooslah, but will at all times maintain and defend the same in the same manner as the rights and territories of the Honorable Company are now maintained and defended.

ARTICLE 3.

In conformity to the spirit of complete alliance and indemnity of interests, established by the provisions of the preceding Articles, and in return for the obligation which the British Government has thereby imposed upon itself, to protect and defend the State of Nagpore, against all enemies, the Maharajah agrees not only to employ the utmost effort of his military power and resources, in conjunction with those of the British Government, for the purpose of assisting to repel acts of hostility or aggression directed against the State of Nagpore, but also to consider the forces and resources of his Government to be applicable to the utmost practicable extent on occasions on which the British Government may be engaged in operations for the defence of the territories of its allies, Their Highnesses the Nawab Sekunder Jah, Soobahdar of the Deccan, and the Peishwa, Rao Pundit Purdhar as well as generally to aid the British Government as far as his power and resources will admit, in any contest in which the British Government may at any time be engaged for the defence of its own rights and those of its allies.

ARTICLE 4.

With a view to fulfil this Treaty of defensive alliance, Maharajah Pursojee Bhooslah agrees to receive, and the Honorable East India Company to furnish, a permanent subsidiary force of British troops, consisting of not less than one regiment of Native cavalry, six battalions of Native infantry, one complete company of European artillery, and one company of pioneers with the usual proportion of field pieces attached, and with the proper equipment of warlike stores and ammunition, which force shall accordingly be stationed in perpetuity in the Maharajah's territories. It is moreover agreed that, with the reserve of two battalions of sepoys which are to remain near His Highness' person, the residue of the force shall be posted in such a situation near the south bank of the Nerbudda as may be chosen by the British Government and with liberty to move in any direction necessary through His Highness' territories. It is the privilege of changing its position in case it shall be so determined by Maharajah's Government being previously consulted in the latter case. The event, however, of its being deemed advisable by the British Government, at any time, that one of the two battalions of sepoys, which it is provided are to remain near His Highness' person, should join the battalion stationed near the Nerbudda, the said Maharajah will make no objection but the force near His Highness' person shall never consist of less than one battalion.

ARTICLE 5.

The Maharajah hereby engages to pay to the Honorable Company, from His Highness' treasury at Nagpore, according to the two under-mentioned equal and half yearly instalments, punctually and without demur or delay, the annual sum of seven lakhs and fifty thousand Nagpore Rupees at the present standard value, being the estimated additional charge of the new establishment of the force described in the preceding Article

The following are the instalments —

	Rs
1st December	3 75 000
1st June	3 75 000
	<u>7 50 000</u>
Rupees	

ARTICLE 6

The contracting parties will hereafter take into consideration the expediency of commuting the pecuniary payment settled by the 5th Article for a cession of territory on the part of Maharajah Pursojee Bhosle, and whatever arrangement may be thus determined upon by mutual consent, shall be adopted. In the event likewise of any failure or delay ever occurring in the punctual discharge of the sum in question, according to the instalments above specified the British Government shall be entitled to require the Maharajah to agree to cede, territory in lieu of which territory will be then fixed. But it is understood that the British Government shall not demand a cession of territory, as long as the pecuniary payments are punctually discharged.

ARTICLE 7

Whenever it may be found expedient for any temporary purpose to employ within the Maharajah's territory any troops belonging to the Honorable Company exceeding the amount of the subsidiary force as fixed by the 4th Article no objection shall be made on the part of the Maharajah, and the British Government on its part engages that the Maharajah shall not be charged with any additional expense on account of such extra troops

ARTICLE 8

THE

manner suitable to the dignity and greatness of both States. The subsidiary force will at all times be ready to execute services of importance, such as the protection of the person of the Maharajah, his heirs and successors, the overawing and chastisement of rebels, or excitors of disturbance in His Highness' dominions, and due correction of his subjects or dependents, who may withhold payment of the Sirkar's just claims, but it is not to be employed on trifling occasions, nor like Sebundy to be stationed in the country to collect the revenues, nor in levying contributions in the manner of Moolukgeeree.

ARTICLE 9.

Inasmuch as by the present Treaty the British Government engages to maintain and defend the rights and territories of Maharajah Pursojee Bhooslah in the same manner as the rights and territories of the Honorable Company are now maintained and defended, and as the object of the present alliance is purely and exclusively of a defensive nature, the Maharajah consequently engages never to commit any act of hostility of aggression against Their Highnesses the Nizam and the Peishwa, or any of the Honorable Company's allies or dependents, or against any other Power or State whatever, and in the event of differences arising, whatever adjustment the Company's Government, weighing matters in the scale of truth and justice, may determine, shall meet with full approbation and acquiescence.

ARTICLE 10.

As by the present Treaty the union and friendship of the two States is so firmly cemented that they may be considered as one and the same, the Maharajah engages neither to commence nor to pursue in future any negotiations with any other State whatever, without giving previous notice to and entering into mutual consultation with, the Company's Government; and the British Government on its part hereby declares, that it has no manner of concern with any of the Maharajah's children, relations, dependents, subjects, or servants, with respect to whom the Maharajah is absolute.

ARTICLE 11.

Whereas it is incumbent on the Maharajah to be prepared to unite with the British Government to the utmost extent of his power and resources in the protection and defence of his rights and territories, against all external and internal enemies; and whereas by the 3rd Article of this Treaty, the Maharajah engages not only to fulfil that obligation, but also to assist the British Government as far as may be practicable on occasions on which that Government may be compelled to exert its power in the defence of its own rights and those of its allies, the Maharajah engages, with a view to fulfil these obligations, to maintain, at all times, in a state of efficiency, and fit for active service, a force consisting of not less than three thousand cavalry, and two thousand infantry, with the necessary equipments of guns and warlike stores, which force shall be employed on occasions of actual service in the manner that may be pointed out by the Officer Commanding

the British subsidiary force. In the same manner in the event of any part of the forces of the Maharajah being required to act in conjunction

cavalry and infantry which the Maharajah is bound by this Article perpetually to maintain, His Highness will keep up as large a number of troops as may be necessary, and as the resources of his Government may enable him to support and that on all necessary occasions he will be ready to assist the British Government with the whole of his forces

ARTICLE 12

Maharajah Pursojee Bhooslah agrees to attend and conform to whatever advice and recommendation may from time to time be offered by the British Resident at His Highness Court on all points connected with the due support and equipment of the force consisting of three thousand cavalry and two thousand infantry, which by the 11th Article the Maharajah engages permanently to maintain which advice and recommendation will extend to the regularity and sufficiency of the pay and good quality of the accoutrements, horses arms etc. of the troops composing the said force, and to the general discipline of the whole. His Highness further agrees to afford without excuse or hesitation to the Resident any evidence that he may at any time require of the actual existence of the force in question in a state of efficiency for active service and whenever the Resident may require it, His Highness will permit the said force to be mustered inspected, and reviewed personally either by the Resident or by the Officer Commanding the subsidiary force

ARTICLE 13

Inasmuch as by the present Treaty of defensive alliance, the ties of union are so closely drawn that the interests of the two States are become identified, it is agreed that on occasions on which it may be deemed expedient and necessary for the general defence of the Deccan, or for the suppression of disorders, the British subsidiary force serving with the Maharajah shall be permitted, at the direction of the British Government, to be employed in the Province of Berar, in co operation with the subsidiary force of Hyderabad, and also in other territories adjacent to the Maharajah's dominions, provided however, that by such temporary employment of the force stationed with the Maharajah, His Highness territories shall not be exposed to serious danger, and that the force stationed near His Highness person shall never be less than one battalion of sepoys

ARTICLE 14

The British Government agrees not to give aid or countenance to any discontented subjects or dependents of the Maharajah, or any members of His Highness family, or relations or servants of His Highness, who, in like manner, engages to refuse protection to any persons who may be in a state of rebellion against the British Government or its allies, or to any fugitives from their respective territories

ARTICLE 15.

This Treaty, consisting of fifteen Articles, being this day settled by Richard Jenkins, Esquire, with Rajah Moodhojee Bhooslah, on the part of Maharajah Pursojee Bhooslah, Mr. Jenkins has delivered one copy thereof in English, Mahratta, and Persian, signed and sealed by himself to the said Rajah Moodhojee Bhooslah, who on his part has also delivered one copy of the same duly executed with the seal and signature of Maharajah Pursojee Bhooslah, and with his own seal and signature; and Mr. Jenkins, by virtue of official authority given to him in that behalf by the Right Honorable the Governor-General in Council, hereby declares the said Treaty to be in full force from the date hereof, and engages to procure and deliver to His Highness in the space of forty days a ratified copy of the same under the seal of the Honorable Company, and the signature of the Right Honorable the Governor-General in Council, on the delivery of which the Treaty executed by Mr. Jenkins shall be returned. But the subsidiary force specified in the 4th Article shall be immediately furnished by the Honorable Company, and all the other Articles of this Treaty shall be in full force from this time.

Signed, sealed, and exchanged at Nagpore, the twenty-seventh day of May in the year of our Lord One Thousand Eight Hundred and Sixteen, answering to the Twenty-eighth of Fumadoossanee, in the year of the Hijera One Thousand Two Hundred and Thirty-one.

Ratified by His Excellency the Right Honorable the Governor-General in Council, at Fort William in Bengal, this 15th day of June 1816.

(Sd.) J. ADAM,

Secretary to Government.

No. CLXI.

PROVISIONAL AGREEMENT concluded between the HONORABLE COMPANY and MAHARAJAH MOODHAJEE BHONSLA, by MR. JENKINS on the part of the HONORABLE COMPANY, and NAGO PUNDIT and NARRAIN PUNDIT on the part of His Highness,—1818.

ARTICLE 1.

The Rajah retains his Musnud until the pleasure of the Governor-General is known on the following conditions.

ARTICLE 2.

The Rajah consents to cede his territories north of the Nerbuddah, as well as all those on the southern bank, also Gawilegurh and his territories in Berar and Sirgoojah and Jushpore, in lieu of the former subsidy and contingent.

ARTICLE 3

The affairs of the Government Civil and Military shall be settled and conducted by Ministers in the confidence of the British Government according to the advice of the Resident and His Highness with his family will reside in his palace in the city of Nagpore under the protection of the British troops

ARTICLE 4

The subsidy shall be paid up and shall continue to be paid until a final settlement

ARTICLE 5

Any forts in His Highness territory which the British Government may wish to occupy shall immediately be given up to the British troops

ARTICLE 6

The principal persons concerned in resisting His Highness orders on the 17th of December and since shall receive no favour but be punished, and if possible, be seized and delivered up to the British Government

ARTICLE 7

The two hills of Seetabuldee with the bazaars and land adjoining to a distance to be hereafter specified shall be henceforth included in the British boundary and such military works erected as may be deemed necessary

Done at Nagpore this 6th day of January 1818 A D corresponding to the 28th of Suffer 1233 A H

(A true copy)

(Sd) R JENKINS,

Resident

No. CLXII

TREATY of PERPETUAL FRIENDSHIP and ALLIANCE between the HONORABLE EAST INDIA COMPANY and HIS HIGHNESS MAHARAJAH RAGHOJEE BHOOSLAH, his heirs and successors settled by RICHARD JENKINS, ESQUIRE Resident at the Court of His Highness by virtue of the powers delegated to him by the RIGHT HONORABLE WILLIAM PITT, LORD AMHERST, one of HIS BRITANNIC MAJESTY'S MOST HONORABLE PRIVY COUNCIL, GOVERNOR GENERAL in COUNCIL appointed by the HONORABLE COMPANY to direct and control all their affairs in the EAST INDIES,—1826
Whereas a Treaty of perpetual defensive alliance, consisting of fifteen

Articles, was concluded at Nagpore between the Honorable East India Company and the State of Nagpore, under date the 27th May 1816, corresponding with the 28th of Jumadoossanee, in the year of Hijri 1231; and whereas during the subsistence of that Treaty in full force, in violation of public faith and of the laws of nations, an attack was made by Rajah Moodhajee Bhooslah on the British Resident and the troops of his ally stationed at Nagpore for the said Rajah's protection; thereby dissolving the said Treaty, the relations of peace and amity between the two States, placing the State of Nagpore at the mercy of the British Government, and the Maharajah's Musnud at its disposal; and whereas the British Government, still recollecting the former close alliance, consented to restore the relations of amity and friendship and to replace His Highness on the Musnud; and whereas in utter forgetfulness of this lenity, and in disregard of every principle of faith and honor Appah Saheb entered into fresh concert with the enemies of the British Government, that Government was consequently compelled to remove him from the Musnud; and Maharajah Raghojee Bhooslah having succeeded to the same by the favour of the said Government, the following Treaty is concluded between the States:—

ARTICLE 1.

All Articles of the Treaty concluded at Nagpore, on the 27th of May 1816, which are not contrary to the tenor of the present engagement, are hereby confirmed.

ARTICLE 2.

Although the Rajah assumes, with the permission of the British Government, the title and ensigns of Sena Saheb Soobah, which have been held by former Rajahs of Nagpore, he hereby renounces for ever for himself and successors all dependence upon or connection with the Rajah of Sattarah or other Mahratta powers, and agrees to relinquish all ceremonies and observances whatever referring to the dignity of Sena Saheb Soobah.

ARTICLE 3.

By the 10th Article of the Treaty of Nagpore it is agreed that the Maharajah is neither to commence nor to pursue any negotiation with any other State whatever, without giving previous notice to and entering into mutual consultation with the Company's Government. In order to the more effectual fulfilment of this Article, Maharajah Raghojee Bhooslah hereby agrees neither to maintain vakeels or other agents at the Courts of any Foreign State whatever nor to permit the residence of vakeels or other agents from any such State at his Court; and His Highness further engages to hold no communication with any power whatever, except through the Resident or other Minister of the Honorable Company's Government residing at His Highness' Court.

ARTICLE 4.

By the 4th Article of the Treaty of Nagpore, it was agreed that, with

the reserve of two battalions of sepoys which were to remain near the Rajah's person, the residue of the subsidiary force which the British Government thereby bank of the present liberty in future to station its troops in any part of the Rajah's territories, as it may deem necessary for their protection and the maintenance of tranquillity, and also to decide upon the number of troops to be so maintained, whether greater or smaller than the amount of the subsidiary force before fixed

ARTICLE 5

The late Rajah Moodhajeo Bhooslah, commonly called Appa Saheb, agreed to cede to the Honorable Company certain territories for the payment of the expenses of the permanent military force maintained by the British Government in His Highness territories and in lieu of the subsidy of 750,000 Rupees formerly paid by the said Rajah and of the contingent he was bound to maintain by the former Treaty. These territories, as detailed in the Schedule annexed to this Treaty, shall remain for ever under the dominion of the Honorable Company. His Highness Maharajah Raghojee Bhooslah hereby expressly renounces all claims and pretensions of whatever description on the territories aforesaid and all connection with the Chiefs and Zemindars or other inhabitants of them. The British Government on its part hereby guarantees the rest of the dominions of the Nagpore State to Maharajah Raghojee Bhooslah, his heirs and successors.

ARTICLE 6

As it may be found that some of the territories ceded to the British Government in the foregoing Article would from their situation, be more conveniently attached to the territories of the Nagpore State, His Highness agrees that such exchanges of talooks and lands shall be made hereafter on terms of a fair valuation of their respective revenues as may be necessary for the convenience of both parties and it is agreed and covenanted that the territories to be assigned and ceded to the Honorable Company by the 5th Article or in consequence of the exchange stipulated eventually in this Article, shall be subject to the exclusive management of the said Company and their officers.

ARTICLE 7

The British Government undertook, during the Rajah's minority, the settlement and management of the whole of the country reserved to His Highness, and the general direction of his affairs in His Highness' name, and on his behalf, His Highness's nonage, according to Hindu law and usage being now expired, the powers of Government and the administration of his dominions under the several conditions and exceptions hereinafter specified are declared to be vested in the Rajah.

ARTICLE 8.

For the more complete and effectual fulfilment of this intention and object of the 11th Article of the Treaty of 27th May 1816, the military force of the State of Nagpore with the exception of a small body of infantry and horse, which may be maintained with the sanction of the British Government for the Rajah's personal retinue, and the requisite Sebundies for the police and collection of revenue (to be subject to the same sanction with regard to their numbers, description, and employment) shall always remain under the authority of the British Government, and at its disposal for His Highness' benefit, and sufficient funds shall be permanently appropriated for its regular payment from His Highness' resources.

ARTICLE 9.

The districts of Deoghur above the Ghauts, Chandah, Loujhee, and Chutteesgurb and their dependencies together with some additional districts, yielding altogether a clear net revenue of seventeen lakhs of rupees per annum, will, for the present, be retained under the management of European Superintendents acting for the Rajah, but subject to the orders of the British Resident, to provide funds for the payment of the military establishments referred to in the preceding Article, and for the civil expenses of the said districts. A true and faithful account of the revenue and the produce of the said districts and of the military and civil disbursements shall be rendered to His Highness, and any surplus remaining after payment of the above charges shall be paid into His Highness' treasury.

The rest of His Highness' territories, including the city of Nagpore, shall be replaced under the direct administration of His Highness and his Ministers, the British superintendence being gradually withdrawn; and it is hereby further declared, that whenever the state of the district, retained under British superintendence under this Article, and the success of His Highness' management in the country now transferred to him, shall appear to the British Government to justify such a measure the districts excepted in this Article shall also be restored to the direct management of the Rajah, His Highness appropriating sufficient funds from his resources for the payment of the military force and the British Government remaining the medium of conducting all affairs with the tributary Chiefs and Zemindars of the country.

ARTICLE 10.

In the management of the country transferred to the Rajah's immediate authority by the preceding Article, and in that of the excepted districts when restored to His Highness' control, Rajah Raghojee Phoolah hereby promises to pay at all times the utmost attention to such advice as the British Government shall judge it necessary to offer him with a view to the economy of his finances, the better collection of his revenue, the administration of justice and police, the extension of commerce, the encouragement of trade, agriculture and industry, or any other objects connected with the advancement of His Highness' interests, the happiness of his people, and the

mutual welfare of both States and always to conduct the affairs of his Government by the hands of Ministers in the confidence of the British Government and responsible to it as well as to His Highness in the exercise of their duties in every branch of the administration

His Highness specifically agrees to adopt such regulations and ordinances as may be suggested by the British Government through its representative at His Highness Court for ensuring order economy, and integrity in every department of his Government and the engagements and settlements which have been or may be concluded with the putels and ryots or others in his name through the intervention of British Agents shall be faithfully maintained and acted upon The civil establishments of the Government the appointment of persons to fill them and the expenditure on account of those establishments as well as of His Highness Court and household shall be fixed and continued according to the advice of the British Government and the Resident shall be at all times at liberty to inspect and investigate the accounts of the receipts and disbursements of the Government in every branch as well as to have access to the treasury, in order to be assured of the actual state of the finances

ARTICLE 11

If it shall be necessary for the protection and defence of the territories of the contracting parties, or either of them that hostilities shall be undertaken or preparations made for commencing hostilities against any State or Power Rajah Raghojee Bhooslah agrees to contribute towards the discharge of the increased expense incurred by the augmentation of the military force and the unavoidable charges of the war, such a sum as shall appear to the British Government, on an attentive consideration of the means of His said Highness to bear a just and reasonable proportion to the actual net revenue of His said Highness

ARTICLE 12

And whereas the interests and reputation of the contracting parties require that the prosperity of His Highness dominions should be increased and perpetuated by the operations of this Treaty and it is indispensable that effectual and lasting security should be provided for the welfare and happiness of the people and against any failure in the funds destined to defray the expenses of His Highness permanent military establishment in the time of peace, as well as to secure an eventual surplus for the purpose mentioned in the 11th Article it is hereby stipulated and agreed between the contracting parties that if, from the mismanagement of His Highness' Officers, and from the neglect of the advice and suggestions of the British Government on the part of His Highness, the British Government shall have reason to apprehend at any future period, a failure in the funds so destined or a deterioration instead of the expected improvement in His Highness resources, and in the condition of the people, the British Government shall be at liberty and shall have full power and right to assume and

bring under the direct management of the servants of the British Government such part or parts of the territorial possessions of His Highness as shall appear to the said Government necessary to render the funds efficient and available either in time of peace or war, or the whole, should the welfare of the country require it.

ARTICLE 13.

It is hereby further agreed that, whenever the British Government shall signify to the said Maharajah Raghojee Booslah, that it is become necessary to carry into effect the provision of the 12th Article, His said Highness shall immediately issue orders to his amils or other officers for placing the territories required under the exclusive authority and control of the said Government, and in case His Highness shall not issue such orders within ten days from the time when the application shall have been formally made to him, then the British Government shall be at liberty to issue orders by its own authority for assuming the collections and management of the said territories. Provided always that whenever and as long as any part of His said Highness' territories shall be placed and shall remain under the exclusive authority and control of the said British Government, the said Government shall render to His Highness a true and faithful account of the revenues and produce of the territories so assumed; provided also that in no case whatever shall His Highness' actual receipt of annual income arising out of his territorial revenue be less than the fifth part of the net revenues of the whole of his territories, which amount of one-fifth of the said net revenues the British Government engages at all times to secure and cause to be paid for His Highness' use.

ARTICLE 14.

The hill of Seetabuldee and that adjacent to it, with the land and bazars adjoining, within a boundary line which will be settled, shall be annexed to the British Residency, and the British Government shall be at full liberty to keep up the necessary works for rendering them a good military position, which have been or may be erected upon them or elsewhere within the boundary aforesaid.

The Maharajah also engages at all times to furnish such pasture land as may be required for the use of the British forces at the most convenient places adjoining to the cantonments of the different divisions of the said forces

ARTICLE 15.

The Maharajah also agrees that the British Government shall be at all times at liberty to garrison and occupy such fortresses and strong places within his dominions, as it shall appear to them advisable to take charge of, and that all officers and all troops, whether individually or collectively belonging to the Honorable Company, shall have free ingress to and egress from all His Highness' forts and places of strength when necessary for their safety.

Zamindary Talooks.

- | | |
|-----------------|---------------------|
| 1. Mulumpoor. | 5. Nuwaz. |
| 2. Peepreea. | 6. Wureea. |
| 3. Mangurh. | 7. Singhoree Chaya. |
| 4. Narayunpoor. | 8. Bundra. |

9. Suhupoor.

3rd.—Sewnee, including

- | | |
|----------------|---------------------------------------|
| 1. Sewnee. | 7. Rutungee. |
| 2. Doonguraza. | 8. Ghinsoor. |
| 3. Anu Ushta. | 9. Gondee. |
| 4. Denashee. | 10. Oogullee. |
| 5. Dungurthat. | 11. Chindee. |
| 6. Kurola. | 12. Chupara and two Khasgee villages. |

4th.—Chowragurh, including

- | | |
|----------------------------|-------------|
| 1. The Fort of Chowragurh. | 2. Shapoor. |
|----------------------------|-------------|

3. The Kuzba of Chougan.

5th.—Rewa, including

- | | |
|---------------------|-------------------|
| 1. Bohurgurh. | 7. Singpoor Bara. |
| 2. Bara. | 8. Buchae. |
| 3. Sakurgurra. | 9. Pilapusae. |
| 4. Bahnee. | 10. Hoosungabad. |
| 5. Sewnee. | 11. Zumanee. |
| 6. Bhamboonezumala. | 12. Sohagpoor. |

13. Chiklee Bara.

6th.—Baitool, including

- | | |
|-----------------------------|--------------|
| 1. Kunellee Khesla Baitool. | 4. Jamnee. |
| 2. Juyutgurh Amla. | 5. Masud. |
| 3. Khundar Kirawuddee. | 6. Sowhgurh. |

7. Mhauderee.

7th.—Moollagee, including

- | | |
|---------------|-----------------|
| 1. Moottayee. | 5. Mundree. |
| 2. Saykhera. | 6. Ashta. |
| 3. Satner. | 7. Metsalwaree. |
| 4. Patun. | 8. Pownee. |

9. Ashner.

8th—Sumbhulpoor, including

1. Khalsa Sumbhulpoor.
2. Chunderpoor.
3. Ambonna.
4. Kurral.
5. Ghems.
6. Hootal.
7. Burpalee.
8. Patkulda.
9. Lukunpoor.
10. Boordah.

11. Barbar Killa.
12. Phoonda.
13. Dama.
14. Saungah.
15. Sappurgurh.
16. Serrah.
17. Coolabara.
18. Rampoor.
19. Rajepoor.
20. Pondumpoor.

Zemindaries.

1. Sumbulpoor.
2. Burgurh, including
Singra,
Half of Boteea, and
Half of Saragong.
3. Suktee, including
Half of Boteea, and
Half of Saragong.

4. Saringurh, including
Sareea.
Suroawah.
Sohagpoor.
5. Gungpoor.
6. Borte.
7. Boomra.
8. Rerakole.

*9. Soondpoor.**Patna and its Dependents.*

1. Patna.
2. Assee Salda.
3. Jura Singha.
4. Butata.
5. Dinkgurh.
6. Topal.
7. Teelgurh.
8. Gumleeadolah.

9. Huldee.
10. Sandakala.
11. Sarpahar.
12. Bud Puhar.
13. Boy Moorda.
14. Sabe Butha.
15. Hat Kund.
16. Doombutta.

Patna Zemindaries.

1. Patna Proper.
2. Pooljher.
3. Boora Samet.
4. Ramoon.

5. Autgaon.
6. Lohar Singha.
7. Khenar.
8. Nuwagurh.

*9. Dewlee.**9th—Sohagpoor Bhugdoker.*

NO. CLXIII.

REVISED ENGAGEMENT between the HONORABLE COMPANY
and the RAJAH of NAGPORE,—1829.

Whereas, in view to the promotion of the welfare, dignity, and independence of the Rajah of Nagpore, and to the mutual benefit and convenience of the Honorable Company and His Highness' Government, it has been deemed expedient to alter and modify certain Articles of the Treaty of 13th December 1826, the following provisions have accordingly been arranged and concluded, on the one part by Francis B. S. Wilder, Esq., Resident at the Court of Nagpore, in the name and on behalf of the Right Honorable Lord William Cavendish Bentinck, Governor-General in Council, and on the other by Maharajah Raghojee Bhoosla, Rajah of Nagpore.

ARTICLE 1.

Articles 8 and 9 of the existing Treaty are hereby rescinded, and it is agreed that, in lieu of the obligations contracted by those Articles, the Rajah of Nagpore shall pay to the British Government an annual subsidy of Sonat Rupees eight lakhs per annum, by quarterly instalments, *i.e.*, on the 6th of September, 6th December, 6th March, and 6th June of each year, in consideration whereof the reserved districts will be given up to His Highness' management, and his army made over entirely to his own authority and disposal, the British officers employed in the Nagpore service being at the same time withdrawn. The transfer of territory is to take effect from the close of the present Nagpore Fussilee year, or 6th June 1830. Arrangements for gradually disbanding the auxiliary force, as at present constituted, will be immediately put in train, it being of course the duty of the Rajah to provide in their room, and from his own funds, a national force adequate to the ordinary protection of his subjects and the performance of internal duties.

ARTICLE 2.

The Rajah agrees to respect and abide by the conditions of the Quinquennial Settlement, concluded with the poteils, ryots, and others by British authorities in his name, during the period for which the several leases were contracted. His Highness also binds himself to maintain and not violate all Agreements and Engagements formed with the Gond and other Tributary Chiefs and Zemindars by British officers under the sanction and authority of the Resident.

ARTICLE 3.

Articles 10, 12, and 13 of the existing Treaty are hereby cancelled, and the following modified provisions substituted in lieu thereof. It shall be competent to the British Government, through its local representative, to give advice to the Maharajah, his heirs and successors, on all important

whether relating to the internal administration of the Nagpore territory or

receipts in such case, after defraying charges, to be paid into the Rajah's treasury.

ARTICLE 4

Article 11 of the existing Treaty is hereby declared subject to the following modification. In lieu of the obligation it imposes, the Rajah agrees to maintain at all times, in a state of efficiency, a body of not less than one

be liable to serve with the British army in the field, receiving batta from the Honorable Company in compensation of the extra expense of their maintenance, whenever employed beyond the Nagpore frontier

ARTICLE 5.

Article 15 of the existing Treaty is hereby abrogated.

ARTICLE 6.

All the other provisions and conditions of the Treaty concluded at Nagpore on the 13th December 1826, which are not affected by the above convention, are to remain in full force and effect

ARTICLE 7

and Maharajah a copy of the same in English, Persian, and Mahratta sealed and signed by himself, and His Highness has delivered to Mr Wilder another copy, also in English, Persian, and Mahratta, bearing His Highness' seal and signature, and Mr Wilder has engaged to procure and deliver to His Highness, without delay, a copy of the same duly ratified by the Right Honorable Lord William Cavendish Bentinck, Governor General, etc, etc, etc on the receipt of which by His Highness, the present Engagement shall be deemed complete and binding on the Honorable East India

Company and on His Highness, and the copy now delivered to His said Highness shall be returned.

Given on the 26th December 1829, corresponding with the 29th Jumadilakher, 1245 Hijree.

(Sd.) F. B. S. WILDER,

Resident.

„ W. C. BENTINCK.

„ DALHOUSIE.

„ W. B. BAYLEY.

„ C. T. METCALFE.

Ratified by the Right Honorable the Governor-General in Council at Fort William in Bengal, the Fifteenth day of January, One Thousand Eight Hundred and Thirty.

(Sd.) A. STIRLING,

Secretary to Government.

NO. CLXIV.

SPECIMEN SUNNUD.

To

KESHEN RAO, SON OF MADHO, SIRMUNDLOEE,
SIRCANOONGOE, PERGUNNAH KUSRAWUD.

Whereas you formerly held the office of Sirmundloee, Sircanoongoe, as a pergunnah officer, in the district of Nimar, and enjoyed certain allowances by way of ziraut, jagheer, and cash percentage on the public revenues; and *whereas* the services you rendered in that office will not in future be required by the Government; and *whereas* it has thus seemed fit to arrange for your proper maintenance in future in consideration of your previous services and present status; therefore the Governor-General in Council has been pleased to order that your ziraut and jagheer, as noted at foot hereof, continue in your possession in freehold enam, with the full power of alienation by gift, sale, adoption, or otherwise, subject to good behaviour and the annual payment into the Government treasury by half-yearly instalments of Rupees 245 as quit-rent.

In token whereof this Sunnud is granted to you this day of 1865.

7. I will not punish any person with death without the previous sanction of the Sircar, and will impose only such fines as are sanctioned by practice, are just and necessary for the suppression of crimes and irregularity. Under false pretences I will not impose any; and will not compel widows to re-marry against their own wishes. I submit to the decision of the Sircar in all appeals made against my judicial awards.

8. I will not appropriate to myself the effects of the dead when there are sons or heirs; property shall descend from father to son, or to the nearest heir.

9. I will not make war upon any zemindar or other person without the orders of the Sircar; my disputes with others I will refer to the decision of the Sircar.

10. I will cherish my ryots and do all in my power to increase the prosperity of my zemindary.

Ryepore, 17th February 1821.

Statement of Tribute payable by the Zemindars of Chhattisgarh.

Name of Zemindary.	Name of Zemindar.	Amount of tributs.			REMARKS
		Rs.	A.	P.	
		4,000	0	0	
		4,500	0	0	
				
		1,150	0	0	
		1,400	0	0	
		300	0	0	
		850	0	0	
		500	0	0	
		630	0	0	
		1,500	0	0	
		1,500	0	0	
		800	0	0	
		8,635	0	0	
		7,727	0	0	
		300	0	0	
		250	0	0	
		75	0	0	
				
		500	0	0	
		300	0	0	
		30,006	3	0	
		30,100	0	0	
		10,704	3	3	
		2,481	0	6	
		1,115	0	0	
		355	0	6	
		17,753	10	0	
		1,28,032	1	3	
	TOTAL				

SPECIMEN ENGAGEMENTS with the Zemindars of CHANDA.

ENGAGEMENTS concluded in the Fuslee year 1230 by CAPTAIN CRAWFURD, the SUPERINTENDENT of the CHANDA District, with SOUDE KHAN, ZEMINDAR of GEWARDA, Pergunnah WYRAGURH, Zillah CHANDA.

1 Soude Khan by this deed becomes responsible for all robberies and thefts committed within the confines of his zemindary, inasmuch as he engages to make good all property stolen within his confines, or within the Wyragurh Pergunnah, by the inhabitants of his zemindary, or to trace the thieves beyond his limits

2 Soude Khan further engages to furnish, for the service of Government when required, a quota of 20 men, and to fulfil these engagements without demur

(Signed by) **BAHADOOR KHAN,**
Son of SOUDE KHAN

21st day of Suffer 1230 Fuslee

Statement of Tribute payable by the Zemindars of Chanda

Name of Zemindary	Name of Zemindar	Amount of Tribute.	Remarks.
		<i>Rs a p</i>	
Gewarda	Soude Khan	30 0 0	
Purrughur	Govind Shah	30 0 0	
Ambaghur	Nikunt Shah	25 0 0	
Amric Palabarsa	Nizum Shah	25 0 0	
Dewulgaon Sonseriy	Chunder Shah	215 0 0	
Rangee	Anund Row	12 0 0	
Koracha	Soobs Dao	10 0 0	
Kootgaon	Jugga Thakoor	6 0 0	
Damona	Bhudra Thakoor	5 0 0	
Jurra Papra	Gunesh Thakoor	3 0 0	
Mooreomgaon	Kullyan Thakoor	3 0 0	
Seersondee	Sherga Thakoor	2 0 0	
Kodjub	Neeram Shah	3 0 0	
Dood Mala	Maroo Thakoor	3 0 0	
Deoka	Goobb Khan	3 0 0	
Ghot	Rajeshwur Row	25 0 0	
Gilgown	Veeroo Shah	10 0 0	
Pavteh Maulsudah	Ogroo Shah	10 0 0	
	TOTAL	420 0 0	

SPECIMEN SUNNUDS granted to the ZEMINDARS of DEOGURH.

TRANSLATION of a SUNNUD granted in the name and on the part of SREEMUNT MAHARAJ RAJAH SREE SENAH SAHIB SOOBAN RAGOJEE BHOOSLAH by RICHARD JENKINS, Esq., BRITISH RESIDENT, on the part of the HONORABLE EAST INDIA COMPANY, at the COURT of NAGPORE, to MOHUN SING THAKOOR, of PUCHMURREE.

Whereas your forefathers held and you continue to hold certain villages, lands and rights appertaining thereunto in the zillah of Deogurh as follows:—

Talooka Puchmurree, 7 villages.	|	Pergunnah Heerdagurh, 7 villages.	|	Pergunnah Pertaubgurh, 6 villages.
------------------------------------	--	--------------------------------------	--	---------------------------------------

Puchmurree, Choomee, Nadowra, Kancee Chapper Dhama, Barkheree, Bajbyhree, Jont (lesser), Peepeereeah, Telce Bhut, Delakharee, Jont (greater), Bejoree, Charkhera, Banumwara, Chappar, Murka Dhanoo, Japye, Thorawaree, Modaree.

Pergunnah Omratt, 1 village, Myawaree.	|	Pergunnah Jamye, 1 village, Khurwane.	|	Pergunnah Almoat, 1 village, Boree Gha ut.	|	Pergunnah Gurguzhur, 1 village, Lona Dewee.	|	Pergunnah Umbarrah, 1 village, Nursurah.
---	--	--	--	---	--	--	--	---

and the villages of Peerawaree (pergunnah unascertained), comprising a total of 26 villages; they have been and are hereby confirmed to you and to your heirs for ever, and all the Rajahs, Thakoors, Zemindars and others are hereby enjoined to avoid all interference with your management of them and you are hereby held responsible for maintaining them in cultivation and population, binding yourself thereby to yield immediate obedience to all orders or calls for service of any sort by this Government, as may be hereafter specified.

Whereas three Jatras are annually held in the Mahadeo hills on which you have claims from pilgrims and others, the following arrangement is now made with you on that head: agreeable to it [and with your full consent previously rendered] you must hereafter abide refraining from every species of interference or violence.

The Jatra of Sawun is your exclusive right, but no tax can be levied on pilgrims in progress to the temple.

In the Jatra of Kartik the offerings at the shrine are the joint right of the three Thakoors, in which you will continue to participate. No taxes, however, to be levied on pilgrims.

In the Sooratree Jatra of Phagoon, or the Great Jatra, the offerings are also the joint right of the three Thakoors, and this will continue, and for the taxes levied thereto at the several ghauts and roads leading to the temple

or connected with it, they belong for the future to Government, and the following provision is hereby made:—

In lieu of your right to levy a tax on pilgrims at the several river and
 you have hitherto exercised, but

etc, etc, etc, at Korsei Ghaut

whole profit of the Tara Ghaut, Government hereby agrees to
 a period of three years, commencing with the year 1230 Fulslee, and ending
 with the year 1232 Fulslee, an annual sum of Nagpore Rupees 750

This sum will be paid to you by the Government direct, you have no
 further right on the pilgrim duties, but on the expiration of three years,
 should you feel so disposed, you may apply for a new arrangement, which
 will meet with due consideration

Such are the arrangements for the Pooja and Jatra rights by no means
 interfere in them in any other way than is now written, "taking care that no
 theft or purloining shall occur during the assembly of the pilgrims at the
 Murr You are responsible" Avoid also all violence in every way towards
 them or to traders, visitors, etc all collections from them and pilgrims in
 the Jatra belong exclusively to Government

... Kularu,
 ... midary
 Sayer known, and ...

And in consideration of your expenses this Government has also besto-
 wed on you a right to levy the Sayer of Nandoura on its present scale;
 avoid increasing it without authority

This therefore, as above detailed, is the provision made for you by this
 Government Receive and eat have no concern for the interference of
 others In return your duties to Government are as follow —

You ... 25 rupees in ready
 money, ... mboo Balas, and 10
 Churrees, send them yearly

You are hereby bound to appear in person at call, yielding attendance
 on the immediate Agent under whom you are placed, obeying every order
 if called on you will appear with five or ten (number undefined)

You are held responsible for
 rent of your own lands through-
 leral thieves rogues, and villains
 ce the semblance of bad faith to
 and are
 your
 relatives or your ryots any ...
 any irregularity of any nature, for his act you are amenable, unless you pro-
 duce the culprit or trace him to the satisfaction of the Government

You are positively prohibited entertaining any foreign soldiers or bearers of weapons without its authority.

Done at Mooltan, this 25th day of February, A. D. 1820.

(A true copy.)

(Sd.) W. HAMILTON,
Acting Assistant.

A correct though not literal translation.

(Sd.) H. A. MONTGOMERIE,
Commissioner, Settlement Gonds.

ZEMINDARS OF CHINDWARA.

Statement of Tribute payable by the Zemindars of Deogurh or Chindwara.

Name of Zemindary.	Name of Zemindar.	Amount of Tribute.	REMARKS.
		Rs. A. P.	
	Gubba Jumahdar . . .	15 0 0	
	Rajah Durrio Sing . . .	200 0 0	
Batkaghur	Kesho Rao Thakoor . . .	30 0 0	
	Sough Sah	10 0 0	
Putchmarree	Mohun Sing	25 0 0	
Bhurdaghur	Cheemun Sah	40 0 0	
Almond	Rajah Sah	40 0 0	
Adygoon	Dowlut Bhartee	250 0 0	
Pertaubgurh	Runjeet Sah . . . . .	.....
Kurry	Jeswant Sah Thakoor . . .	.. ...
Hurrakoat	Rajahjee . . . . .	.. ...
Puggara	Pertaub Sing . . . . .	.....
Moothoonghaut	Dowlut Sah . . . . .	.....
Gorukghaut	Dowlut Sah . . . . .	.....
	TOTAL	610 0 0	

No. CLXVII.

KUBOOLYUT executed by RAJAH JOOJHAR SING OF RAIGURH,
dated 25th May 1819.

Whereas a settlement in perpetuity of the whole of Raigurh, with its Tuppahs Pilka, Tarapore, and Khass Raigurh, from ¹⁸²⁵1825¹⁸⁷⁵ has been concluded with me, I, Rajah Joojhar Sing of Raigurh, do voluntarily agree and promise to pay, without alleging any pretext, an annual tribute of 30 gold mohurs as a mark of my allegiance to the British Government. The tribute will be paid in one instalment in the month of Cheyt.

Whereas I, Maharajah Maharaj Sahee of Sumbulpore, have been vested with authority from the Government to administer justice, and to conduct Police duties within the limits of my estate, and I have voluntarily accepted the obligation, I do hereby promise that I will, with all faithfulness and integrity, discharge the duties entrusted to me. I will conscientiously and impartially decide all civil causes. I will hear and properly investigate all suits preferred to me and I will, to the utmost of my ability, give no reason to any one for dissatisfaction. If the litigating parties desire arbitration, I will permit them to have recourse to that mode of settling their differences and I will direct the Panchayet to decide with conscientiousness and impartiality. I will not interfere with any law or custom, such as dacoity, plunder, murder, robbery, etc., that may occur.

after duly recording the depositions I will pass an impartial judgment. I will report all that occurs within my estate to the authorities. I will submit regularly, on the 5th of each month, a Statement of Crimes; and I will never be guilty of concealing any offence. I will not myself oppress, nor will I suffer my "Amlahs" to oppress, any of my ryots, or any persons residing within my estate. I will not, by oppression, confinement, or otherwise, levy the cesses prohibited by Government; and I will not appropriate unclaimed or intestate property; it belongs to the Government. All such property I will take charge of and report to Government for orders. I will be personally responsible in the event of the terms above agreed to being violated; and should a breach of engagement be proved against me, I will render myself liable to any penalty that may be imposed on me for such offence.

NO. CLXX.

SUNNUD granted to LAL FUTTEH SING, Zemindar of Khyraghur, dated Simla, the 20th May 1865.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, in fulfilment of this desire, this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will recognise and confirm any adoption of a successor made by yourself, or by any future Chief of your State, that may be in accordance with Hindoo law and the customs of your race.

The same to
 Rajah Nuthur Deo, of Kakeir.
 Luchmun Dass Zemindar of Kondka or Choe Kuzan.
 Bahadoor Sing, Zemindar of Kawurda.
 Ghasee Dass, Zemindar of Nandgaon.
 Rajah Gunsham Sing, of Raeghar cum Burghur.
 Rajah Sangram Sing, of Sarunghur.
 Rajah Runjeet Sing, of Suktee.

2. Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the grants or engagements which record its obligations to the British Government.

(Sd.) JOHN LAWRENCE.

NO. CLXXI.

ADOPTION SUNNUD granted to RAJAH BHYRON DEO of BASTAR—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses

should be continued, in fulfilment of this desire this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs the British Government will recognize and confirm any adoption of a successor made by yourself, or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race

2 Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the grants or engagements which record its obligations to the British Government.

(Sd) CANNING

Dated 11th March 1862

A similar Sanad was granted to the Chief of Makrai on the same date

NO CLXXII

ACKNOWLEDGMENT OF FFALTY presented by LAL FUTTEH SING Zemindar of KHYRAGHUR

I am a Chieftain under the administration of the Chief Commissioner of the Central Provinces I have now been recognized by the British Government as a feudatory subject to the political control of the Chief Commissioner or of such officer as he may direct me to subordinate myself to

I will respect and maintain all rights within my territories I will attend to the prosperity of my ryots to the strict administration of justice and to the effectual suppression of crime When a criminal convicted before me shall merit the punishment of death, or a term of imprisonment beyond seven years I will refer the case to such British officer as the Chief Commissioner may appoint before I punish the offender

State shall fly to British officers, in persons who have belonging to British territory, seek refuge in my country, they shall be pursued by officers of the British Government and I will render every assistance in capturing and delivering up such fugitives

I will pay into the British Treasury an annual tribute of Rupees (34 900) thirty four thousand nine hundred, and when the amount of my tribute may come from time to time under revision, I will render every assistance towards settling such amount I will always pay punctually such tribute as may be settled

I engage not to levy transit duties within my jurisdiction, neither by myself nor my successors

I will take such an order with my subjects that they shall have no cause to complain against injustice of mine, and when complaints preferred

against them are referred to me by British officers, I will dispose of them equitably. When the Chief Commissioner, or his officers, shall give me instructions or advice, I will obey such instructions and accept such advice. And I will conform, and cause my subjects to conform, to such Forest Regulations as the Chief Commissioner may be pleased to prescribe.

If at any time, through the misconduct of myself or my successor, my State should fall into great disorder, or great oppression should be practised, then I, or my successor, shall be liable to suspension or forfeiture of my or his governing powers. I engage to depute a Vakeel to be in attendance at the Court of the Deputy Commissioner of Sumbulpur, or at any other Court where the Chief Commissioner from time to time may direct.

(Sd.) LAL FUTTEH SING,
Zemindar, Khairagarh.

Signed in presence of us this fourth day of January eighteen hundred and sixty-six.

(Sd.) C. BERNARD,
(Sd.) F. FENTON,
Deputy Commissioner.

Similar ikrarnamas were presented by the following Chiefs:—

Gunsham Sing, Rajah of Raighur cum Burghur	Dated the 4th January 1866.
Tribute Rs. 340.				
Luchmon Dass, Zemindar of Rontka or Choes Kadan	...	...	...
Tribute Rs. 7,700.				
Guns. in Bu-am Sing, Rajah of Sarunghur	Dated the 11th January 1866.
Tribute Rs. 1,400.				
Singlet ss, Zemindar of Nandgaon	...	...	...
Tribute Rs. 34,700.				
Ghassee Dass your hof Suktee	Dated the 7th March 1866.
ts or eng. Rs. 240.				
ir	...	...	...
ir	...	...	...
unjeet Sing, Rajah of	Dated the 27th June 1866.
Tribute	...	...	...
ur Deo, Rajah of Khake	...	...	...
Tribute Nil.	...	...	...
hah, Rajah of Makrai	Dated the 19th December 1870.
Tribute. The sum	
ing, Zemindar of Kawurdah	
ing	

NO. to be fixed by the British Govern-

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BASTAR—I

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No CLXXIII

To

GHUNSHAM SING, RAJAH of RAIGURH *cum* BURGURH.

Whereas you were formerly a Tributary Chief of a Gurjat State, His Excellency the Viceroy of India in Council has now been pleased to recognize you a Feudatory and to permit you to govern your own territories in all matters whether criminal, civil or revenue, with the following proviso, that in the event of any offender appearing to you to merit capital punishment, you will, before passing orders for carrying out such sentence, send the case up to the Commissioner of the Chutteesgurh Division or other such officer as shall be nominated by the British Government, for confirmation.

Your nomination to be a Feudatory is also subject to the following conditions and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed —

- (1) That you shall pay regularly the tribute of Rs 400 now fixed for 20 years, *viz*, from the current year 1867 to the year 1887 A D, and that the said tribute shall be liable to revision at the expiration of the said term, or at any time thereafter that the Government may think fit
- (2) That you shall deliver up any offender from British or other Territory who may take refuge in your State that you will aid British officers who may pursue criminals into your territory, and that in the event of offenders from your State taking refuge in British or other Territory, you will make a representation in the matter to the authorities concerned
- (3) That you shall do your utmost to suppress crimes of all kinds in your State
- (4) That you shall administer justice fairly and impartially to all alike
- (5) That you shall recognize the rights of all your people and continue them in the same, and that on no account shall you oppress them or suffer them in any way to be oppressed
- (6) That you shall levy no transit duties on grain, merchandize or any article of commerce passing through your State
- (7) That you shall accept and follow such advice and instructions as may be communicated to you by the Commissioner of the Chutteesgurh Division, the Deputy Commissioner of Sumbulpore or any officer duly vested with authority by the Chief Commissioner, Central Provinces

- (8) That you shall appoint an approved Vakeel to be a permanent resident at the Sudder Station of the Sumbulpore District, in view to all orders affecting your State being communicated through him to you.
- (9) That you shall manage your abkaree revenue in such manner as not to interfere with the adjacent British territory, and that if your abkaree arrangements do so interfere, the Chief Commissioner shall have authority to raise your tribute by Rs. 500 per annum, until your abkaree arrangements are again satisfactory.

THE RESIDENCY, NAGPUR, }
 4th September 1867. }

(Sd.) J. H. MORRIS,
Offg. Chief Commissioner.

A similar Sannd was granted on the same date to Sungram Singh, Rajah of Sarungurh, fixing his tribute at Rs. 1,350.

NO. CLXXIV.

IKRARNAMAH OF ENGAGEMENT between the GOVERNMENT of NAGPUR and MYPAL DEO, RAJAH OF BASTAR, and his heirs and successors, concluded on the part of the Government of NAGPUR by MAJOR P. VANS AGNEW, in virtue of powers vested in him and on the part of RAJAH MYPAL DEO, by NARRAIN and KASIR SING DOW, in virtue of powers vested in them,—1819.

ARTICLE 1.

The Rajah Mypaul Deo acknowledges his dependence on the State of Nagpur, and on his own part and that of his heirs and successors engages to be faithful to it and to obey its orders.

ARTICLE 2.

The Government of Nagpur engages, as far as in its power, to protect the territory of Bastar.

ARTICLE 3.

The Rajah Mypaul Deo and his heirs and successors will act in subordinate co-operation with the Government of Nagpur.

ARTICLE 4

The Rajah, his heirs and successors, will not have any connection, or enter into any negotiation or commence hostilities with other Chiefs and States without the knowledge and sanction of the Government of Nagpur, and will submit all disputes with others to its arbitration and award

ARTICLE 5

The Rajah of Bastar, his heirs and successors engage to give a free passage and protection to all traders passing through their country, and not to exact any unusual or oppressive duties

ARTICLE 6

The Rajah of Bastar his heirs and successors engage that, should any of the enemies of the State of Nagpur or any criminal, seek refuge in the territory of Bastar, they shall immediately be given up

ARTICLE 7

Rajah Mypaul Deo, his heirs and successors engage to pay annually, in three equal instalments, *vis* —in Jilcand, Reh el Awul, and Rejub, to the Government of Nagpur, the usual tuckolee or tribute of 5 000 Nagpur Rupees in coin and to depute a vakeel for this and other purposes to Chutteesgurh. It is provided, however, by this agreement that whilst the districts of Kotepaul and its dependencies are separated from the territory of Bastar a remission of one fifth of this tuckolee or tribute be allowed

ARTICLE 8

The Government of Nagpur renounces all tuckolee or tribute due by Bastar up to the end of the year Fussulee 1227, on the condition that the tuckolee for Fussulee 1228 be punctually paid

ARTICLE 9

This engagement of nine Articles having been concluded and signed and sealed by Major P Vans Agnew and by Narrain and Kasir Sing Dow, the ratification of the same by the Government of Nagpur and Rajah Mypaul Deo shall be exchanged within three months from this date

Done at Ryepore, the 30th of March 1819

(Sd) P VANS AGNEW, Major,
Superintendent of Affairs in Chutteesgurh.

(Sd) NARRAIN
" KASIR SING DOW
(A true translation)

(Sd) P VANS AGNEW, Major,
Superintendent of Affairs in Chutteesgarh.

No. CLXXV.

KUBOOLYUT of RAJAH UMOLE SING, PROPRIETOR of PERGUNNAH KOREA, dated 3rd January 1848.

Whereas, with the sanction of the Government conveyed in their Secretary's letters No. 27, dated 17th May 1847, and No. 48, dated 5th July following, I, the Agent to the Governor-General at Ranchee, in Chota Nagpore, have concluded with you, Rajah Umolesing, Zemindar and proprietor of Pergunnah Korea, a settlement of that Pergunnah, containing 350 mouzahs, "Uslee and Dakhilee," with a right to all cultivated and waste land, jungles and hills, jheel and beel, reservoir, tanks, wells, "kutchra and pucker," "Julker" (fisheries), Bunker, and Putker (forest produce), ponds, groves of "Tar, Muhoowa, and Mango," productive and unproductive, at an annual jumma of Company's Rupees 400 for ten years, from 1255 to 1264 F., excepting Lakheraj, Khyrat, Bishoonpeereet, Aina, Brahmatur, and Shibotur lands, Abwabs and Sayer, Gunjeat, Tuhbazaaree, Dán, and other bazaar dues, it becomes you to conciliate and render contented all resident, as well as Pyekasht, Ryots in your villages, together with the Illaquadars of the said Pergunnah, to take proper measures for the improvement of your estate and the collection of the revenue. You should exert yourself with a view to extend cultivation, and let the fruits of your exertions become apparent. You should pay into the Government Treasury the revenue at which your estate has been assessed, according to the terms of the settlement, kist by kist, and year by year, without alleging any plea; and, as is customary, you will obtain an acquittance at the close of the year. You must not exact from any one the following cesses prohibited by the Government: Rukham Sayer, Zukhat, Gunjeat, Tuhbazaaree, and other Abwabs; and you must not permit any one to collect or exact these cesses within your estate; you must not, without the sanction of Government, grant any lands rent-free. You have no right to the produce of gold, silver, coal or diamond mines, or to any minerals whatever under ground within Pergunnah Korea. All these belong to the Government. You must claim no remission of the revenue fixed by the present settlement on the plea of drought or diluvion, or absconding of ryots. No such plea will be admitted. You must guard every corner of your estate, so that nothing untoward fall out. You must guard the Passes and permit travellers to have free ingress and egress without molestation. You must not harbour within your estate thieves dacoits, thugs, kuzzaeks, and other bad characters. You must exercise such vigilance and adopt such measures that no man shall oppress his neighbour, and that such crimes as dacoity, highway robbery, thuggee theft, etc. shall be suppressed. All the profits you acquire by increasing cultivation within your estates will be your own. You must render unhesitating obedience to the Government, and you must never evince any inclination to resist their orders. Until the appointment of a British officer to the Pergunnah, the Police duties will be conducted by you. All Police and Foujdarry cases, heinous and petty, that occur within your estate, you will promptly investigate and decide according to the method approved by the Authorities, and you will report

the result to them. You will, like all other Zemindars, perform Police duties. When the time arrives for the appointment of a British officer, he will superintend the Police and conduct all cases. Dewannee and Foujdarry, and you will even then continue to perform Police duties. You will be responsible for all crimes committed within your estate, and you will exercise the same Police powers as the Illaquadars of Jubbulpore and Sagur. Your responsibilities, too, will be the same as theirs. You must not conceal any crime or hush up a case, but you must decide it impartially. You must submit to the Agent, Governor-General, Monthly Criminal Returns and Reports. If you fail in the payment of the Government revenue, and if it be proved that you are guilty of neglect of your Police duties, of disobedience of orders, of the crime of oppression and tyranny over your Ryots, or of taking or giving bad counsel the whole Zemindarry of the said Pergunnah will be resumed by the Government, and you will be debarred from all interference with it. In the above event the orders of Government are positive, you should therefore be cautious and vigilant in all respects.

N.B.—The Agreement with the Chang Bhakar Zemindar was drawn up in the same terms precisely.

No. CLXXVI

KABOOLAT of the ZEMINDAR of CHANG BHAKHAR—1875

I, Bhayah Bahadoor Balbhader Sing Deo, Zemindar of Chung Bhakhar, in Chota Nagpore, do hereby execute this kabooliat

That whereas the estate of Chung Bhakhar has been open to resettlement or revision since the 3rd of January 1858, but in consequence of the said estate being backward and there appearing no particular reason for revision or resettlement, the settlement made with Bhayah Bahadoor Jung Jeet Sing Deo, on the 3rd of January 1848, has been allowed to stand; and whereas His Excellency the Viceroy and Governor General of India in Council having been satisfied with the manner in which I have discharged my duties has been graciously pleased to direct the present settlement to be renewed for a period of 20 years from the 12th day of April 1875 to 11th of April 1895, I do hereby promise to obey and bind by the conditions, agreements and stipulations detailed in the kabooliat executed by my late father, the said Bhayah Bahadoor Jung Jeet Sing, on the 3rd of January 1848

BHAYAH BAHADOOR BALBHADER SING DEO,

Zemindar of Chung Bhakhar.

Dated 24th July 1875

No. CLXXVII.

SUNNUD given to the **CHIEF of CHANG BHUKHAR** on renewal of the former settlement.

Whereas the estate of Chang Bhukhar has been open to resettlement or revision since the 3rd day of January 1858, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Bhaya Bahadoor Jungjeet Singh on the 3rd day of January 1848 has been allowed to stand; and whereas His Excellency the Viceroy and Governor General of India in Council having reason to be satisfied with the manner in which you, Bhaya Bulbuddra Singh, have discharged your duties, has been pleased to direct that the present settlement be renewed for a period of twenty years: you are hereby informed that the existing settlement of the said estate of Chang Bhukhar is renewed with you for twenty years, commencing from the 12th day of the month of April 1875, and ending on the 11th day of the month of April 1895, under the conditions, agreements, and stipulations detailed in the kabulyats executed by your late father, the said Bhaya Bahadoor Jungjeet Singh, on the 3rd day of January 1848 aforesaid.

Sunnud issued on the 16th February 1876.

W. LEF. ROBINSON,

Commissioner of Chota Nagpore.

No. CLXXVIII.

SANAD given to the **CHIEF of CHANG BHAKAR** relative to HIS STATUS and POSITION—1899.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Chang Bhakar in Chota Nagpur has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Bhaya Mahabir Singh Deo, the following sanad, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you:—

SANAD.

I.—You, Bhaya Mahabir Singh Deo, son of Lal Run Bahadur Singh Deo, are hereby formally recognised as the Feudatory Chief of the Chang

Bhakar State, and you are permitted, as heretofore, to generally administer the territory of the said Chang Bhakar State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations; provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council

II.—You shall, during the next twenty years, pay a tribute or peshkash of rupees three hundred and eighty seven, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force

III.—You shall preserve the peace and tranquillity within the limits of your State, and you shall be guided by His Honour the Lieutenant-Governor of Bengal. You will appoint such officers, and pay them such emoluments as, on full consideration of the circumstances and of such representations as you may wish to make, may, from time to time, appear necessary to His Honour the Lieutenant Governor of Bengal, for the proper hearing of cases and administration of justice in your State. You shall be guided by His Honour the Lieutenant Governor of Bengal as you may think fit.

IV.—You shall deliver up any offender from British or other territory who may take refuge in your State. You shall aid British officers who may be engaged in the service of the British Government.

V.—You shall administer justice fairly and impartially to all alike.

VI.—You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed.

VII.—You shall levy no tolls or duties of any kind on grain, merchandise, or other articles passing into, or out of, or through your State without the permission of His Honour the Lieutenant-Governor of Bengal.

VIII.—You shall consult the Commissioner of Chota Nagpur in all important matters of administration, and comply with his wishes. The settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt and opium, the concession of forest and other rights, disputes arising out of any such concession and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Commissioner may give you.

VIII A.—You shall, as hitherto, have no right to the produce of gold, silver, coal or diamond mines, or to any minerals whatsoever under ground within your State, all these being the property of the British Government.

IX.—The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

X.—All questions as to boundaries between your State and British or other territory will be dealt with by the Commissioner of Chota Nagpur or such other officer as the Government of India or His Honour the Lieutenant-Governor of Bengal may appoint, either generally, or specially in that behalf, with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Commissioner or other officer alone, in which case the question shall be referred for his decision accordingly.

<p>CALCUTTA; <i>The 8th March 1899.</i></p>	}	<p>CURZON OF KEDLESTON, <i>Viceroy and Governor-General of India.</i></p>
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Similar sanads were granted on the same date to the Chiefs of Jashpur, Korea, Sarguja, and Udaipur.

No. CLXXIX.

SANAD given to the CHIEF of CHANG BHAKAR, regarding the STATUS and POSITION, on the transfer of HIS STATE from the GOVERNMENT of BENGAL to the CENTRAL PROVINCES ADMINISTRATION—1905.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Chang Bhakar in the Central Provinces has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Bhaya Mahabir Singh Deo, the following sanad, in supersession of that granted to you on the 8th March 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad,

and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed, or which are now conferred upon you —

1 You, Bhaya Mahabir Singh Deo, son of Lal Run Bahadur Singh Deo, are hereby formally recognised as the Feudatory Chief of the Chaog Bhakar State, and you are permitted, as heretofore, to administer generally the territory of the said Chaog Bhakar State, subject to the conditions herein-alter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations, provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor General in Council

2 You shall, during the next fourteen years, pay a tribute or peshkash of rupees three hundred and eighty seven, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force

3 You shall conform in all matters concerning the preservation of law and order, and the administration of justice generally, within the limits of your State, to the instructions issued from time to time for your guidance by the Chief Commissioner of the Central Provinces. You will appoint such officers, and pay them such emoluments as, on full consideration of the circumstances and of such representations as you may wish to make, may, from time to time, appear necessary to the Chief Commissioner of the Central Provinces for the proper hearing of cases and administration of justice in your State. It will also be competent to you to nominate for appointment by the Chief Commissioner as Honorary Magistrates or Munis such other persons as you may wish to be so appointed from time to time.

4 You shall deliver up any offender from British or other territory who may take refuge in your State. You shall aid British officers who may pursue criminals into your territory, and in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation on the matter to the authorities concerned.

5 You shall administer justice fairly and impartially to all alike.

6 You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed

7 You shall levy no tolls or duties of any kind on grain, merchandise, or other articles passing into, or out of, or through your State without the permission of the Chief Commissioner of the Central Provinces

8 You shall consult the Political Agent, Chhattisgarh Feudatories in all important matters of administration, and comply with his wishes. The

settlement and collection of the land revenue, the imposition of taxes, the administration of justice, arrangements connected with excise, salt, and opium, the concession of forest and other rights, disputes arising out of any such concession, and disputes in which other States are concerned, shall be regarded as specially important matters, and in respect to them you shall at all times conform to such advice as the Political Agent may give you.

9. You shall, as hitherto, have no right to the produce of gold, silver, coal, or diamond mines, or to any minerals whatsoever underground within your State, all these being the property of the British Government.

10. The right to catch elephants in your State is granted to you as a personal concession and as a matter of favour, but this concession is liable to withdrawal whenever it may seem desirable either on account of abuse or for other reasons, and it will not necessarily be granted to your successor.

11. All questions as to boundaries between your State and British or other territory will be dealt with by the Political Agent, Chhattisgarh Feudatories, or such other officer as the Government of India or the Chief Commissioner of the Central Provinces may appoint, either generally or specially, in that behalf, with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Political Agent or other officer alone, in which case the question shall be referred for his decision accordingly.

(Sd.) MINTO,

Viceroy and Governor-General of India.

CALCUTTA ;

The 23rd December 1905.

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No. CLXXX.

KUBOOLYUT of RAJAH RAM SING, ZEMINDAR of JUSHPORE,
dated 8th June 1819, A.D.

Whereas a settlement of the whole of Pergunnah Jushpore and its dependency Korea, both included within Pergunnah Sirgoojah, has been made

with me by the British Government, on the payment to the Government of an annual tribute of Rupees 1,000 local currency,* 1, Rajah Ram Sing, Zemindar of Pergunnah Jushpore, do hereby, of my own free will and accord promise in presence of Captain Sionork Superintendent of the affairs of Sirgoojah that I will not plead any excuse on the score of calamity, or other cause for non payment but according to the Kistbundee given below, I will year by year, and instalment by instalment pay the said tribute from the year 1876 Sumbut into the Treasury of Ranee Bishoon Koonwaree, Zemindar of Sirgoojah, through Lall Hurnath Sing Tahsildar of the Ranee

(Here comes specification of instalments)

No. CLXXXI

SUNNUD given to the CHIEF of JUSHPORE on renewal of the former settlement

Whereas the estate of Jushpore and its dependency Khuria has been open to resettlement or revision since the 8th day of June 1824 but in consequence of the said estate being backward and there appearing no particular reason for revision or resettlement, the settlement made with Rajah Ram Singh on the 8th day of June 1819 has been allowed to stand and whereas His Excellency the Viceroy and Governor General of India in Council having reason to be satisfied with the manner in which you, Rajah Pertab Narain Singh Deo Bahadoor, have discharged your duties, has been pleased to direct that the present settlement be renewed for a period of twenty years you are hereby informed that the existing settlement of the said estate of Jushpore and its dependency Khuria is renewed with you for twenty years, commencing from the 12th day of the month of April 1875 and ending on the 11th day of the month of April 1895 under the conditions agreements, and stipulations detailed in the kabulyat executed by your late father, the said Rajah Ram Singh, on the 8th June 1819 aforesaid

Sunnud issued on the 5th August 1875

W LEF ROBINSON,
Commissioner of Chota Nagpore

No. CLXXXII

KABOOLAT of the ZAMINDAR of JUSHPORE—1875.

I, Rajah Partap Narain Singh Deo Bahadoor, Zemindar of pergunnah Jushpore, in Chota Nagpore, do hereby execute this kabooliat

Whereas the pergunnah of Jashpore, with its dependency Khuria, has been open to resettlement or revision since the 8th day of June 1824, but in consequence of the said pergunnah being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Rajah Ram Singh, on the 8th of June 1819, has been allowed to stand by the Government; and whereas His Excellency the Viceroy and Governor-General of India in Council having been satisfied with the manner in which I have discharged my duties, has been graciously pleased to direct that the present settlement be renewed for a period of 20 years, commencing from the 12th of April 1875 to 11th April 1895, under the conditions, agreements, and stipulations detailed in the kabooliat executed by my father, Rajah Ram Singh, on the 8th June 1819.

RAJAH PARTAP NARAIN SINGH DEO BAHADOOR,

Zemindar of Jashpore.

Dated 9th May 1875.

NO. CLXXXIII.

SANAD given to the CHIEF of JASHPUR, regarding HIS STATUS and POSITION, on the transfer of HIS STATE from the GOVERNMENT of BENGAL to the CENTRAL PROVINCES ADMINISTRATION—1905.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Jashpur in the Central Provinces has hitherto been undefined, and doubts have from time to time arisen with regard thereto; His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, Raja Bishan Prasad Singh Deo, the following sanad, in supersession of that granted to your father on the 8th March 1899, with a view to assuring you that the British Government will continue, as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed, or which are now conferred upon you:—

1. You, Raja Bishan Prasad Singh Deo, son of Raja Pratap Narayan Singh Deo Bahadur, C.I.E., are hereby formally recognised as the Feudatory Chief of the Jashpur State, and you are permitted, as heretofore, to administer generally the territory of the said Jashpur State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations,

provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council

2 You shall during the next fourteen years, pay a tribute or peshkash of two hundred and fifty through the Feudatory Chief revised thereafter, if His Excellency Council should so direct Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force

3 You shall preserve the law within the limits of your State for your guidance You will appoint such officers, and pay them such emoluments as, on full consideration of the circumstances and of such representations as you may wish to make, may, be made to the Chief Commissioner of the Central Provinces, for the administration of justice nominate for appointment by the Chief Commissioner as Munsifs or Munsifs such other persons as you may wish to be so appointed from time to time

4 You shall deliver up any offender from British or other territory who may take refuge in your State You shall aid British officers who may pursue criminals into your territory, and in the event of offenders from your own State taking refuge in British or other territory, you shall make a representation on the matter to the authorities concerned

5 You shall administer justice fairly and impartially to all alike

6 You shall recognise and maintain the rights of all your people, and you shall on no account oppress them or suffer them to be in any way oppressed

7 You shall levy no tolls or duties of any kind on grain, merchandise, or other articles passing into or out of, or through, your State without the permission of the Chief Commissioner of the Central Provinces

8 You shall consult the Political Agent Chhattisgarh Feudatories, in all important matters of administration, and comply with his wishes The settlement and collection of the land revenue, the imposition of taxes, the

give you

granted to you as a concession is liable on account of abuse

or for other reasons, and it will not necessarily be granted to your successor.

10. All questions as to boundaries between your State and British or other territory will be dealt with by the Political Agent, Chhattisgarh Feudatories, or such other officer as the Government of India or the Chief Commissioner of the Central Provinces may appoint, either generally or specially, in that behalf, with two assessors, one of whom is to be nominated by yourself, unless in any such case you should prefer that the question should be decided by such Political Agent or other officer alone, in which case the question shall be referred for his decision accordingly.

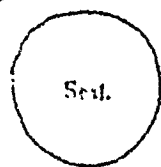
(Sd.) MINTO,

Viceroy and Governor-General of India.

CALCUTTA ;

The 23rd December 1905.

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No. CLXXXIV.

DEED executed by the CHIEF of KHAIRAGARH for CESSION of
LAND, with the JURISDICTION thereon, for RAILWAY
PURPOSES,—1883.

I, Lal Shri Umrao Singh Rais Surdar, the Feudatory Chief of the Khairagarh State in the district of Raipur, do in virtue of all powers and authorities, so far as I can or may by these presents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees the strip of land comprising 311 acres, 3 roods and 1 pole permanently and 823 acres, 1 rood and 5 poles temporarily situate in my territories and bounded as under :—

From Mouzah Bodhi Tola, Purgana Dongargarh to Mouzah Khopree; Purgana Singarpore as per map attached hereto, the same having been surveyed and demarcated for the purpose of the Nagpur and Chhattisgarh State Railway including the road with its bridges, etc., and all stations, workshops, store-houses, and the like necessary for the proper working of the line when opened as per map hereto attached, together with all the proprietary right and interest possessed by me, the said Feudatory Chief, my heirs and representatives in and over the soil of the lands hereinbefore-mentioned free from all present and future demand on account of revenue or rent.

2 I, the said Feudatory Chief, further agree and by these presents declare that, for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore mentioned, the civil and criminal jurisdiction will vest in Her Majesty the Empress of India her heirs, representatives and assignees. In witness whereof I, the said Feudatory Chief, set my hand and seal this twenty-first day of August one thousand eight hundred and eighty-three

Signed, sealed and delivered

(Sd) LAL SHRI UMRAO SINGH SAHIB RAIS,

Feudatory Chief of Khairagarh,

Raipur District

Witnesses

(Sd) GHASI BABU OF KHAIRAGARH.

(„) NIZAM SAO TAMERA OF KHAIRAGARH

NO CLXXXV

DEED executed by the CHIEF of KHAIRAGARH for CESSION of
LAND, with the JURISDICTION thereon, for RAILWAY
PURPOSES,—1890

The Feudatory Chief of Khairagarh, in the District of Raipur, doth, in

surveyed and demarcated for the purpose of the Bengal Nagpur Railway, including the road with its bridges, etc., and all stations, workshops, store-houses, and the like necessary for the proper working of the line when opened as per map hereto attached, together with all the proprietary right and interest possessed by him, the said Feudatory Chief, his heirs and representatives, in and over the soil of the lands hereinbefore-mentioned, free from all present and future demand on account of revenue or rent

2 The said Feudatory Chief further agrees and by these presents declares, that for the proper administration of justice in civil and criminal matters arising within the lands
criminal jurisdiction shall vest in Her
representatives and assignees. In

Chief sets his hand and seal this ninth day of March one thousand eight hundred and ninety.

Signed, sealed, and delivered.

(Sd.) LAL UMRAO SINGH,
Feudatory Chief of Khairagarh.

Witness,

(Sd.) J. P. GOODRIDGE,
Political Agent.

Countersigned.

RAIPUR ;
The 25th March 1890. }

(Sd.) A. H. L. FRASER,
*Offg. Commissioner, Raipur,
Chhattisgarh Division*

No. CLXXXVI.

DEED executed by the CHIEF of KHAIRAGARH for CESSION
of LAND, with the JURISDICTION thereon, for RAILWAY
PURPOSES—1890.

I, Lal Umrao Singh, *alias* Kanhya Lal, Feudatory Chief of Khairagarh in the District of Raipur, Central Provinces, do in virtue of all powers and authorities, so far as I can or may by these presents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees, the strip of land comprising 128 acres, 1 rood, 13 poles, situate in my territories and bounded as in the plan appended, the same having been surveyed and demarcated for the purposes of the Bengal-Nagpur Railway, including the road with its bridges, etc., and all stations, workshops, store-houses and the like necessary for the proper working of the line when opened, as per map hereto attached, together with all the proprietary right and interest possessed by me (Feudatory Chief of Khairagarh) and my heirs and representatives in and over the soil of the lands hereinbefore-mentioned, free of all present and future demand on account of revenue or rent.

2. I further agree, and by these presents declare, that for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore-mentioned, the civil and criminal jurisdiction shall vest in Her Majesty the Empress of India, her heirs, representatives and assignees. "In

been graciously pleased to direct the present settlement to be renewed for a period of 20 years, and as I have attained the majority and have assumed charge of my hereditary estate, the existing settlement of the estate has been renewed with me for a period of 20 years, from the 12th of April 1875 to 11th of April 1895, I do hereby promise and bind myself to perform and obey the conditions, agreements, and stipulations detailed in the kabooliat executed by Rajah Amole Singh, on the 3rd of January 1848.

RAJAH PRAN SINGH,

Dated 8th February 1876.

Zemindar of Korea.

NO. CLXXXIX.

SUNNUD given to the CHIEF of KOREA on RENEWAL of the former SETTLEMENT.

Whereas the State of Korea has been open to resettlement or revision since the 3rd day of January 1858, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Rajah Umole Singh on the 3rd day of January 1848 has been allowed to stand; and whereas His Excellency the Viceroy and Governor-General of India in Council having reason to be satisfied with the manner in which the affairs of the estate have been conducted by its former Chiefs, and subsequently by managers under the Court of Wards has been pleased to direct that the present settlement be renewed for a period of twenty years; and whereas you, Rajah Pran Singh, have attained your majority and assumed charge of your hereditary estate, you are hereby informed that the existing settlement of the said estate of Korea is renewed with you for twenty years, commencing from the 12th day of the month of April 1875, and ending on the 11th day of the month of April 1895, under the conditions, agreements and stipulations detailed in the kabulyat executed by the said Rajah Umole Singh on the 3rd day of January 1848 aforesaid.

Sunnud issued on the 9th February 1876.

W. LEF. ROBINSON,

Commissioner of Chota Nagpore.

NO. CXC.

SANAD given to the CHIEF of KOREA, regarding HIS STATUS and POSITION, on the TRANSFER of his STATE from the GOVERNMENT of BENGAL to the CENTRAL PROVINCES ADMINISTRATION—1905.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Korea in the Central Provinces has hitherto been undefined, and doubts have from time to time arisen with regard

thereto His Excellency the Viceroy and Governor-General in Council is pleased to grant to you, in supersession of that granted to you, to assuring you that the remain loyal to the Crown your other engagements the position and privileges which you have heretofore enjoyed, or which are now conferred upon you —

General in Council

2 You shall during the next fourteen years, pay a tribute or peshkash of rupees five hundred and this amount may be revised thereafter, if His Excellency the Viceroy and Governor General in Council should so direct Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force

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These clauses are identical with the corresponding ones in the sanad granted to Chang Bhakar (see No CLXXIX)

(Sd) MINTO,

Viceroy and Governor-General of India

CALCUTTA,

The 23rd December 1905

Seal

No CXCI

DEED executed by the CHIEF of NANDGAON for cession of LAND, with the JURISDICTION thereon, for RAILWAY PURPOSES,—1891.

I, the Mahant Balram Dass the Feudatory Chief of the Raj Nandgaon State in the District of Raipur, do in virtue of all powers and authorities, a

Ranjit Singh, Raj Gond, Chief of the Feudatory State of Sakti, deposed under the Government of India's No 1866 P., dated the 25th June 1875, in the Foreign Department doth in virtue of all powers and authorities so far as he can or may by these presents grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees, the strip of land, comprising 217 acres, 1 rood and 1 pole, situate in territories of the Feudatory State of Sakti and in villages named below —

District.	Pergunnah or Tahsil	Mouzah	Permanent class A			REMARKS
			R	A	P	
Bilaspur .	Seorinarain	Jetha	36	2	28	In Raigarh District, Railway limits
		Soti .	90	3	10	
		Bellodi .	4	1	37	
		Tewar	28	1	14	
		Harda .	5	0	27	
		Karibunda	38	0	16	
		Ditto .	0	2	29	
		Arjuni .	5	3	16	
		Sarjuni .	7	0	24	
		TOTAL	217	1	1	

the same having been surveyed and demarcated for the purpose of the Bengal-Nagpur Railway, including the road with its bridges, etc, and all stations, workshops, store houses, and the like necessary for the proper working of the line.

preinary

Feudatory Chief of Sakti, of the same State, do hereby declare that the lands hereinbefore-mentioned, free from all present and future demand on account of revenue or rent

2 The said Deputy Commissioner of Bilaspur, Political Agent of the Feudatory State of Sakti in the Bilaspur District, Central Provinces, on behalf of Ranjit Singh Raj Gond, Chief of the Feudatory State of Sakti, further agrees and by these presents declares, that for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore-mentioned, the civil and criminal jurisdiction shall vest in Her

Empress of India, her heirs, representatives and assignees. In witness whereof the said Deputy Commissioner of Bilaspur, as Political Agent of the Feudatory State of Sakti, sets his hand and seal, this day of 31st. October one thousand eight hundred and ninety.

Signed, sealed, and delivered.

Witnesses:

(Sd.) D. O. MEIKLIJOHN, *Deputy Commissioner of Bilaspur, as Political Agent of the Feudatory State of Sakti in the Bilaspur District, Central Provinces, on behalf of Ranjit Singh, Raj Gond, Chief of the Feudatory State of Sakti.*

(Sd.) DINANATH BANERJI,
*Head Clerk,
Deputy Commr.'s Office
Bilaspur*

(Sd.) K. UMAJI RAO,
*Zemindary Accountant,
Deputy Commr.'s Office*

Countersigned.

(Sd.) M. M. BOWIE,
*Offg. Commr., Chhattisgarh Division,
Central Provinces*

The 8th November 1890.

A similar deed was executed by the Chief of Raigarh.

No. CXCLII.

TRANSLATION of a SUNNUD given to OOMR SINGH, RAJAH of SURGOOJAH.

To the Ryots, Cultivators, all the Zemindars, and inhabitants of every description of Surgoojah, know you, agreeably to the orders of the Governor-General, that Lall Oomr Sing, the son of late Lall Juggernath Sing, has been raised to the Guddie of Surgoojah, to be succeeded by his offspring. It is proper that you all consider him your firmly established Rajah, and not disregard his orders in the slightest degree. It behoves the Rajah, who has been raised to the Guddie, to use his utmost endeavours to improve the Country, and Revenues, and conciliate his Ryots and Zemindars, and obey all orders of the Government servants.

Dated 15th June 1820, corresponding with the 20th of the second Jeyt 127 Fussilly.

No. CXCIV.

KUBQOLYUT of RAJAH UMMER SING, ZEMINDAR of
SIRGOOJAH, dated 15th June 1820

Whereas by the explicit orders of His Excellency the Governor-General in Council, I, Rajah Ummar Sing, have been elevated to the "Guddee" of the Raj of Sirgongah, I do hereby promise that I will cordially yield obedience to the British Government, and that I will never swerve from my allegiance to them. I will pay the revenue (Malgoozaree) I have stipulated for, without claiming remission on any plea whatsoever

No. CXCV.

POTTAH given to RAJAH UMMER SING of SIRGOOJAH, dated
24th February 1825

Whereas under sanction of the Government the whole pergunnah of Sirgongah, with the khalsa lands and tuppahs, have been settled with Rajah Ummar Sing for five years, from 1232 to 1236 F at an annual jumma of Sicca Rupees 3,000, including "Mal" "Sayer" "Abwab Muhmoolee," or customary dues, "Julkur and Bunkur" "Tar and Muhoowa," gardens, excepting Lakheraj lands intestate and unclaimed property, and such cesses as have been prohibited by Government, the said Rajah has agreed to pay, in the stipulated jumma without pleading bad seasons or other calamity, it becomes the said Rajah to take measure for the improvement of his estate to conciliate his Zemindars Jaghiredars Ryots, and all residing on his estate, and to pay his revenue (Malgoozaree) into the Government Treasury annually and punctually, according to the instalments agreed upon. He is not to plead drought or delusion, or the absconding of his ryots. He must exert himself with a view to reclaiming waste lands, and thereby increasing his cultivation. He must not harbour thieves or highwaymen, and such like. All suspicious characters of this description he must apprehend and bring to justice. He must obey and carry out all orders received from the Officers of Government, and he must invariably and duly report all that occurs in the Pergunnah

(Here comes specification of instalments)

No. CXCVI.

KABOOLAT of the MANAGER of SIRGOOJAH—1875.

I, Rajah Bindeshuri Pershad Sing Deo Bahadnor, CSI, Manager of the Court of Wards of Sirgongah, the property of Maharajah Inderjeet Sing Den Bahadour, in Chota Nagpore, do hereby execute this kaboliat

That whereas the estate of Sirgoojah has been open to resettlement and revision since the 24th of February 1830, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Rajah Ameer Sing Deo Bahadoor, on 24th of February 1825, has been allowed to stand, and whereas His Excellency the Viceroy and Governor-General of India in Council having been satisfied with the manner in which I have discharged the duties as manager of the said estate of Sirgoojah under the Court of Wards in behalf of the present Chief, Maharajah Inderjeet Sing Deo Bahadoor, has been pleased to direct the present settlement to be renewed for a period of 20 years, from 12th April 1875 to 11th April 1895, I do hereby promise and stipulate that I will obey and carry out the conditions and agreements detailed in the Patta given to the said Rajah Ameer Sing Deo on 24th February 1825.

RAJAH BINDESHURI PERSHAD SINGH DEO BAHADOOR, C.S.I.,

The 9th May 1875.

Manager of Sirgoojah.

No. CXCVII.

SUNNUD given to the MANAGER of SIRGOOJAH—1876.

Whereas the estate of Sirgoojah has been open to resettlement or revision since the 24th day of February 1830, but in consequence of the said estate being backward, and there appearing no particular reason for revision or resettlement, the settlement made with Rajah Amer Sing on the 24th day of February 1825 has been allowed to stand; and whereas His Excellency the Viceroy and Governor-General of India in Council having reason to be satisfied with the manner in which the duties of the said estate have been discharged by Rajah Bindessuri Persad Sing Deo Bahadoor, C.S.I., as manager of the said estate of Sirgoojah under the Court of Wards in behalf of the present Chief, Maharajah Inderjit Sing Deo Bahadoor, has been pleased to direct that the present settlement be renewed for a period of twenty years; it is now notified and declared to all concerned, that the existing settlement of the said estate of Sirgoojah is hereby renewed for twenty years, commencing from the 12th day of the month of April 1875, and ending on the 11th day of the month of April 1895, under the conditions, agreements, and stipulations detailed in the pottah given to the said Rajah Amer Sing on the 24th day of February 1825.

Sunnud issued on the 9th February 1876.

W. LEF. ROBINSON,

Commissioner of Chota Nagpore.

No CXCVIII

SANAD given to the CHIEF of SIRGUJA, regarding HIS STATUS and POSITION, on the TRANSFER of HIS STATE from the GOVERNMENT of BENGAL to the CENTRAL PROVINCES ADMINISTRATION,—1905

Whereas the status and position with reference to the British Government of the Tributary Mahal of Sirguja in the Central Provinces has hitherto been undefined, and doubts have from time to time arisen with regard thereto, His Excellency the Viceroy and Governor-General in Council is

Saran Singh Deo Bahadur,

anted to you on the 8th March

sh Government will continue,

as long as you remain loyal to the Crown and abide by the conditions of the sanad, and of your other engagements with the British Government, to maintain you in the position and privileges which you have heretofore enjoyed, or which are now conferred upon you —

1 You Maharaja Raghunath Saran Singh Deo Bahadur, son of Maharaja formally recognised as the Feudatory are permitted, as heretofore, to administer Sirguja State, subject to the conditions hereinafter prescribed. In like manner your heirs and successors shall become entitled to your privileges and liable to your obligations, provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor General in Council

2 You shall, during the next fourteen years pay a tribute or peshkash of rupees two thousand and five hundred, exclusive of the tribute payable through you by the Feudatory Chief of Jashpur, and this amount may be revised thereafter, if His Excellency the Viceroy and Governor General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force

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These clauses are identical with the corresponding ones in the sanad granted to Jashpur (see No CLXXXIII)

CALCUTTA,
The 23rd December 1905 }

(Sd) MINTO,
Viceroy and Governor-General of India.

Seal.

No. CXCIX.

TRANSLATION of the SUNNUD granted to RAJAH BINDESSUREE PERSHAD SING DEO, BAHADOOR, of OUDEYPORE, by the COMMISSIONER of CHOTA NAGPORE, dated 12th December 1860.

Whereas, in lieu of the loyal services rendered by you, the Pergunnah of Oudeypore has been bestowed to you by the Government, with the title of Rajah Bahadoor, and a Sword and Sunnud, with the Signature and Seal of His Excellency the Viceroy and Governor-General of India, and whereas the sum of Rupees 533-5-4 is fixed for the tribute of the said Pergunnah, and the sum of 500 rupees is paid out of the collections of the said Pergunnah to Ranee Bunkoonwaree, widow of the late Nursing Deo, Ex-Rajah of Oudeypore, as a pension, and whereas the sum of one rupee per diem is at present paid by Government to the families of Dheeraj Sing and Sewraj Sing for their support, these items are due and obligatory on you to be discharged. It is therefore necessary that you pay into Government Treasury annually by three instalments the sum of Rupees 533-5-4 on account of the tribute of the said Pergunnah, and the amount of 500 rupees on account of the pension of Ranee Bunkoonwaree during her life, and for the present a sum of one rupee per diem for the maintenance of Dheeraj and Sewraj Sing's families, and in future whatever amount may be fixed for their support, you will, without objection, pay into the Government Treasury and will continue to enjoy the Pergunnah bestowed on you and the heirs male of your body; you will remain firm in your alliance to render all such services as may be required of you by the British Government.

(Sd.) E. T. DALTON,

Commissioner of Chota Nagpore.

TRANSLATION of the AGREEMENT tendered by RAJAH BINDESSUREE PERSHAD SING DEO BAHADOOR of OUDEYPORE, dated 12th December 1860, corresponding with the 15th Aghun 1268 Fuslee.

Whereas I, Bindessuree Pershad Sing Deo, having received through the favour of the Government the Pergunnah of Oudeypore, with the title of Rajah Bahadoor, as also a Sword with a Sunnud under the autograph of His Excellency the Viceroy and Governor-General of India; whereas the annual tribute of the said Pergunnah is fixed at Rupees 533-5-4, and whereas 500 rupees are paid out of the collections of the said Pergunnah as a pension to Ranee Bunkoonwaree, relict of the late Nursing Deo, Ex-Rajah of Oudeypore; and whereas an allowance of one rupee per diem is paid by Government to the families of Dheeraj Sing and Sewraj Sing for their maintenance, it is a

stringent and bounden duty on me to discharge myself all these items I do therefore promise and place on record that I will pay per annum the sum of Rupees 533 5-4 by three instalments on account of the tribute and 500 rupees as a stipendiary grant to Raoee Bunkoonwaree during her natural life and will further pay for the present one rupee a day towards the maintenance of Dheeraj and Sewraj Sing's families and in future I will pay without objection such amount as the Commissioner of Chota Nagpore shall be pleased to fix for their support, and will continue myself to enjoy the estate bestowed on me and the heirs etc and evince always my unflinching zeal and loyalty to the British Government and be ready to render all services required of me by the British Government Wherefore I do write these few lines by way of Agreement to be used when required

(Sd) BINDESSUREE PERSHAD SING DEO, *

Rajah of Oudeypore.

TRANSLATION of an AGREEMENT tendered by RAJAH BINDESSUREE PERSHAD SING DEO BAHADOOR, of OUDEYPORE, regarding the POLICE ADMINISTRATION dated 12th December 1860, corresponding with the 15th Aghun 1268 F S.

Whereas the Police duties of Pergunnah Oudeypore have been assigned to me by the Government and I have of my own free will and accord taken them upon myself I do therefore promise and place on record that I will discharge the duties thereof faithfully and honourably and whatever suits may be instituted for debts etc, I will decide impartially and honestly, and will listen to all pleas that may be given If both parties shall agree to have their dispute decided by arbitration, I will appoint arbitrators, and instruct them to adjust the suit without partiality In the heinous criminal cases viz, dacoity plunder murder, wounding burglary theft and highway robbery etc which may be perpetrated in my jurisdiction, I will make thorough inquiries, and apprehend the offenders and impartially investigate the case I will send reports of all such cases to the Commissioner In cases where sentence of more than two years imprisonment should seem to me necessary, I will submit the records after proper investigation to the Commissioner, as is customary in this Commissionership I will transmit the monthly papers etc, on the 5th of every succeeding month, and will not conceal any crime I will not be guilty of any oppression or hardship on the inhabitants of the said Pergunnah I will also keep up a vigilant watch on my Amlahs that they may not oppress the ryots I will not impose or confine anyone on account of the prohibited duties I have no claim on the intestate property, it all belongs to Government, and whatever such property shall

Commissioner If I act
responsible for it, - - -

held
ders

passed for me. Wherefore I do write these few lines in the shape of an Agreement to be used when required.

(Sd.) BINDESSUREE PERSHAD SING DEO, *Bahadoor,*
Rajah of Oodeypore.

No. CC.

KABOOLIAAT of the ZEMINDAR of OODEYPORE—1875.

I, Rajah Bindeshuri Pershad Sing Deo Bahadoor, C.S.I., Zemindar of Oodeypore, in Chota Nagpore, do hereby execute this kabooliat.

That whereas my estate Oodeypore is now open to resettlement or revision; and whereas His Excellency the Viceroy and Governor-General of India in Council having been satisfied with the manner in which I have discharged my duties, has been graciously pleased to direct the present settlement to be renewed with me for a period of 20 years, from 12th April 1875 to 11th April 1895, I do hereby promise and bind myself by the conditions, agreements and stipulations detailed in the sunnud granted to me and in the kabooliat and the police agreement executed by me on the 12th December 1860.

RAJAH BINDESHURI PERSHAD SING DEO BAHADOOR, C.S.I.

The 9th May 1875.

No. CCI.

SUNNUD given to the CHIEF of UDAYPORE on RENEWAL of the FORMER SETTLEMENT.

Whereas your estate Udaypore is now open to resettlement or revision, and whereas His Excellency the Viceroy and Governor-General of India in Council having reason to be satisfied with the manner in which you have all along discharged your duties, has been pleased to direct that the present settlement be renewed with you for a period of twenty years; you are hereby informed that the existing settlement of the said estate of Udaypore is renewed with you for twenty years, commencing from the 12th day of the month of April 1875, and ending on the 11th day of the month of April 1895, under the conditions, agreements, and stipulations detailed in the sunnud given to you, and in the kabulyat and the police agreement executed by you on the 12th December 1860.

Sunnud issued on the 9th February 1876.

W. LEF. ROBINSON,
Commissioner of Chota Nagpore.

No CCII.

SANAD given to the CHIEF of UDAIPUR, regarding HIS STATUS and POSITION, on the transfer of HIS STATE from the GOVERNMENT of BENGAL to the CENTRAL PROVINCES ADMINISTRATION, 1905.

Whereas the status and position with reference to the British Government of the Tributary Mahal of Udaipur in the Central Provinces has hitherto been undefined, and doubts have from time to time arisen with the Viceroy and Governor General in Council—
Chandra Sikhar Prosad Singh Deo, the
that granted to your father on the 8th
ing you that the British Government will
yal to the Crown and abide by the condi-
er engagements with the British Govern-
ment, to maintain you in the position and privileges which you have heretofore enjoyed or which are now conferred upon you —

1 You, Raja Chandra Sikhar Prosad Singh Deo, son of Raja Dharamjit Singh Deo, are hereby formally recognised as the Feudatory Chief of the said Mahal, heretofore, to administer the same, subject to the conditions and successors shall become entitled to your privileges and liable to your obligations provided that no succession shall be valid until it has been recognised by His Excellency the Viceroy and Governor-General in Council

2 You shall, during the next fourteen years pay a tribute or peshkash of rupees eight hundred, and this amount may be revised thereafter if His Excellency the Viceroy and Governor-General in Council should so direct. Your successors shall pay nazarana to the British Government on succession in accordance with the general rules on that subject for the time being in force

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These clauses are identical with the corresponding ones in the sanad granted to Jashpur (see No CLXXXVIII)

CALCUTTA,

(Sd) MINTO,

The 23rd December 1905

} Viceroy and Governor-General of India

Seal

No. CCIII.

SPECIMEN PATENT granted to NON-FEUDATORY ZEMINDARS
of the CHANDA DISTRICT.

TENURE.

1. Shall be indivisible.
2. Shall be untransferable, save to the nearest male heir; and the transfer in such case shall be subject to the approval of the Chief Commissioner.
3. Shall be held by one person, the Zemindar or Zemindarin, for the time being.
4. Shall be held on conditions of—
 - (i) Loyalty.
 - (ii) Good Police Administration.
 - (iii) Improvement and cultivation of estate.

SUCCESSION.

5. Subject to the provisions contained in Clause VI, the order of succession shall be as under—

On the death of the Zemindar, the estate shall devolve upon his eldest son.

In default of a son, and when adoption has not taken place, the succession should preferably devolve on the nearest male kinsman, the widow receiving a suitable maintenance.

6. In the event of the first in order of succession being, in the opinion of the local Government, unfit to carry out the conditions of Clause IV, the Zemindaree shall devolve upon the nearest heir who possesses the required qualification.

7. The Zemindar, in the case of gross misconduct, shall be liable to removal by the local Government; and if such removal be ordered, the succession shall take place as if the Zemindar removed had died.

SHARERS.

8. Members of the Zemindar's family shall have a right to fitting maintenance by the Zemindar.

MANAGEMENT.

9. At least one qualified resident Accountant shall be maintained by the Zemindar. The Accountant previous to appointment shall be approved

by the Deputy Commissioner, and shall be liable to removal by the latter's orders for misconduct or inefficiency.

10 The rent roll of the Zemindaree showing the receipts under each head of revenue, and the statistical papers of each village in the form prescribed for the khalsa tracts, shall be rendered annually to the Deputy Commissioner.

11 In each village the Zemindar shall appoint a head-man (Patel) as his representative.

12 In the event of dispute as to the remuneration to be paid to the head man, such remuneration shall be deemed to be ten per cent on the gross revenue collected in the village.

13 The forests shall be managed by the Zemindar under the rules obtaining in the Government unreserved forests.

14 No agreement for selling trees over a term of more than one year, or for the sale of more than one thousand trees of the reserved kinds shall have effect without the written sanction of the Deputy Commissioner.

15 In the event of the Police management being defective one or more District Police posts shall be stationed in the Zemindaree, and their cost defrayed by the Zemindar.

REVENUE.

16 The revenue from—

(i) Land	(iv) Pandhari,
(ii) Forests,	(v) Ferris,
(iii) Abkaree,	(vi) Pounls,

shall be enjoyed by the Zemindar

(i) Teak	(iv) Dorbeula.
(ii) Sheesham	(v) Mowab
(iii) Sat a-wood	(vi) Tendoo
(vii) Clar	

17 Reserved timber, being of the kinds marginally noted, shall be charged at the discretion of the Zemindar.

18 On unreserved timber, bamboos, grass, and minor forest produce, exported from the Zemindaree, and on the grazing of cattle belonging to persons not resident in the Zemindaree, duty shall be levied at the pleasure of the Zemindar.

19 On unreserved timber, bamboos, grass, and minor forest produce cut or collected by residents in the Zemindaree for their own use, and the grazing of cattle belonging to them, no duty shall be levied.

It shall be competent to the Zemindar to prescribe the parts of the forest where this right shall be exercised, but the places fixed shall be within a reasonable distance from the residence of the persons concerned.

20 Duty on the manufacture and sale of spirituous liquors shall be levied at the discretion of the Zemindar, but subject to the condition of

the duty be so managed as not to injure the distillery system in the khalsa tracts. Should such injury occur, the Deputy Commissioner may take such measures as may seem fit for administering the Abkaree himself; and at the order of the Chief Commissioner the tukolee may be proportionately reduced.

21. Pandhari shall be levied by the Zemindar under the rules obtaining in the khalsa tracts.

22. Ferry toll shall be levied by the Zemindar under the rules obtaining in the khalsa tract, and subject to the condition that efficient ferry boats be kept up at the places prescribed from time to time by the Deputy Commissioner.

23. Pound fees shall be levied by the Zemindar under the rules obtaining in the khalsa tract.

24. Offerings to the Zemindar at the Dusserah shall be considered purely voluntary, which it is optional to the people to give, or not to give, at their own pleasure.

25. All dues, whether in labour, kind, or cash, not entered above, must be regarded as prohibited, and their collection must be discontinued.

26. The produce of quarries and mines is the property of the Crown. Ordinarily, however, the Zemindar shall be allowed to work stone quarries and iron mines without paying a royalty.

27. The duty on the growth and sale of opium and other intoxicating drugs shall be levied as heretofore by the State, and not by the Zemindar.

28. The levy of transit duties is prohibited. But the Zemindar may, with the Deputy Commissioner's sanction, levy octroi duties in selected towns, provided the yield of such duties be in every case spent on the improvement of such towns.

SUBORDINATE RIGHTS.

29. Every Mookasdar, Mukhtadar, Patel, or farmer of a village, who has performed such acts with reference to the village he holds as would qualify a tenant in a khalsa village to be declared proprietor of his holding, shall be recorded as proprietor of his holding.

30. Cultivators of fields, of twelve years' occupancy and upwards, shall be recorded as tenants with right of occupancy.

31. No tenant-at-will shall be ejected unless the Zemindar has given him notice, verbally or in writing, before the 1st of April of the year in which ejectment is to take place.

32. The subjoined extracts from the tehsil wajib-ool-urz for the districts of Chanda shall be applicable to all the villages in the Zemindaree :—

(Here will be entered such clauses of the khalsa administration paper as it may be considered expedient to adopt.)

No. CCIV.

SANAD granted to CHHINDWARA JAGIRDARS.

Whereas the Chief Commissioner of the Central Provinces, with the sanction of His Excellency the Governor-General in Council, recognises you to be Jagirdar of the estate in the Chhindwara District of the Central Provinces, this Sanad is granted to you in virtue whereof you and your heirs and successors are entitled to hold the estate for ever subject to the conditions and provisos herein set forth —

1. You will pay as tribute to Government the sum of Rs annually for the period of the settlement now made with you, subject to revision at the discretion of Government after the term of the existing settlement has expired.

2. You will enjoy the income accruing in your estate from the following sources, —

- | | |
|--|---|
| (i) Land. | (iv) Cattle Pounds |
| (ii) Abkari, including opium
and drugs. | (v) Unclaimed property. |
| (iii) Pandhri. | (vi) Sale of timber and minor
Forest dues. |

The income from land does not include minerals in regard to which Government reserves all rights.

... subject to cancelment at
... of the orders issued from
... interfere with the proper
enforcement of the system for managing the liquor, opium and drug duties
in the adjoining khalsa jurisdiction

Your Pandhri assessment must be in accordance with the principles and rates laid down for the khalsa, and will be subject to appeal, in all cases of individuals assessed, to the Deputy Commissioner and Commissioner for the time being.

Your system of cattle-pound management must be in keeping with the orders in force in khalsa tracts and so also the course you follow as regards appropriating the proceeds of unclaimed property.

The dues which you realize on Forest produce of all kinds and on the
... must not exceed the
... kinds of timber
... without the special

Teak.
Sal.
Saj.

Beerpasai.
Shesham.
Kowah.

Mohwa.
Tendoo.
Unjan.

If large quantities are cut or contracts given for the felling of large quantities of the above or other valuable descriptions of timber to the permanent detriment of your estate, then the Deputy Commissioner will have power of assuming on the part of Government the direct management of your Forests.

3. You are recognised as the sole superior proprietor in your estate, and according to custom the succession will be regulated by the rule of primogeniture. It follows that the ordinary rules of Hindu inheritance do not apply, and that no partition of shares can take place. The estate remains one and undivided, the head of the family for the time being acknowledged as Chief.

4. The estate, with the special and peculiar privileges hereby recognised cannot be transferred except with the sanction of the Chief Commissioner, and in case of dispute the ordinary succession will be subject to such sanction. Any transfer of ordinary rights ordered under a decree of the Civil Court would carry no privileges which are hereby declared to be conceded specially in favour of the hereditary Chief of the estate and are distinctly not transferable nor subject to the jurisdiction of the Civil Court. Any transfer therefore without the sanction of the Chief Commissioner and not by succession cancels this Sanad and involves a new settlement on different terms.

5. Summary removal will follow disloyalty or bad administration, and in this case the question of succession remains at the discretion of Government.

6. The relations of the Chief are according to custom entitled to maintenance either in money or land, and this custom you and your heirs and successors are required to maintain. Dispute as to the adequacy or otherwise of the maintenance allowed will be decided by the Deputy Commissioner of the district, subject to an appeal to the Commissioner of the Division and the Chief Commissioner, whose order on the matters at issue will be final.

7. You will maintain all the subordinate rights of sub-proprietorship and occupancy which have been recognised in your estate and will accept the record of those prepared by the Settlement Officer as final.

8. You are responsible for the proper Police management of your Chiefship, and any failure in this respect renders you liable for any expenditure which may be incurred in maintaining efficient police posts under the orders of the Chief Commissioner.

9. You will carry out the orders issued to you from time to time as to the reporting of crime and you will bring promptly to the notice of the Deputy Commissioner the commission of any heinous offences in your estate and use your best endeavours to trace and bring to justice the perpetrators.

10. You are exempted during the present Settlement from the payment of any Road, School or Dak cesses, but you will be required to assist the district authorities as heretofore in keeping up in fair order the public tracks which pass through your estate and in maintaining such schools as already exist.

APPENDIX.

BENGAL.

APPENDIX—Page 175.

THE following are the SANADS for LORD CLIVE'S JAGHEER, referred to in page 175 and the SANADS for the reversion of the JAGHEER to the COMPANY.—

1. SUNNUD for COLONEL CLIVE'S Munsub

HIS MAJESTY

On Saturday, the 12th of Rabb-ul Sauni, in the fourth of the glorious and happy Reign, and the 1171st year of the Hegira, 10 the Ressaalla of the glory of the nobility, and rank of Ameers, the shrine of grandeur and dignity, instructed both in the ways of devotion and wealth, to whom the true glory of religion and kingdom is known, the bearer of the lance of fortitude and respect, the embroiderer of the carpet of magnificence and greatness, the support of the empire and its dependencies to whom it is entrusted to govern and aggrandize the empire, the conductor of victory in the battles fought for the dominion of the world, the distributor of life in the councils of State to whom the most secret recesses of the mysteries of government are discovered, the master of the arts of penetration and circumspection, the brightness of the mirror of truth and fidelity the light of the torch of sincerity and integrity, who is admitted to, and contributes to the determinations of the royal councils, a participator of the secrets of the penetralia of friendship, who presides equally over the sword and the pen, moderator of the affairs of the earth, chief of the Khans of the most exalted rank, the pillar of the Ameers of the greatest splendour 'be trust of the zealous champions of the empire, who are the fields of war, the immovable empire, exalted dignity adorned with dignity and discretion;

On the 25th day of Rabb-ul Sauni, it was again carried before the high and sacred presence.

... of Solomon, the distributor of glory; Buxey of the empire, Ameer of Ameers, hero of the empire, tiger of the country; Mahomed Ahmud Khan, the brave, tiger of war, the commander-in-chief of the forces, glorious by victory, the tiger of Hind, mighty in battle. And in the time of the Waka Nagarree of the least of the domestics, of the Court of Glory and Majesty Sooklaal.

This was written... was passed, that Colonel of the rank of 6,000, and '... was entered the 10th day of Rabb-ul-Sauni in the 4th year, according to the original Yaddasht.

Form of the signing.

To the glory of nobility and rank of Ameers, the shrine of grandeur and dignity, instructed, etc., be it entered in the Waka.

According to the account sent by the Visier of the empire, administrator of all affairs, taken from the seal of Rampur-saud, Vakeel of the Nazim of Bengal.

After the manner of the Waka it is concluded.

6,000 rank.

5,000 horse.

Written on the day above-mentioned of the Sauni moon, of the glorious happy Reign.

The copy of this Sanad was entered in the books of the Waka Nagarree on the 14th of Rabbi-ul-Sauni, in the 4th year of His Majesty's Reign.

Sun 1171. The Servant of Aalum Geer, the Warlike King, whose Glory is equal to that of Jum Shud, mighty in War, the Flower of the Country Chief of the Forces, the Glory of Victory, the Tiger of Hind, Mahomed Ahmud Khan, the brave Tiger of War, Buxey of the Empire, Ameer of Ameers, The Tiger of the Country
Sun 4th.

Entered in the Dewan's Office on the 25th of Rabbi-ul-Sauni, in the 4th year of His Majesty's Reign.

Sun 1167.
The Slave of
Aalum Geer,
Warlike King,
Sooklaal
Sun the First.

The copy of this Sanad was sent to the office of the Waka Nagarree on the 14th of Rabbi-ul-Sauni, in the 5th year of His Majesty's Reign.

The Slave of
Aalum Geer, the
Warlike King, the
Flower of the country,
Brave in War,
The Glory of Wealth,
Zechara Khan
Behauder.
4th Sun of Reign.

Entered in the Annals of the Chancery on the 19th of Rabbi-ul-Sauni, in the 4th year of His Majesty's Reign.

2. PERWANNAH from the NABOB SHUJAH UL MULCK, HOSSAN
 O DOWLA, MEER MAHOMED JAFFIER KHAN BEHAUDER
 MAHABUT JUNG, to the HONORABLE PRESIDENT and
 COUNCIL of CALCUTTA

BE it known to the Council of the noblest of merchants, the English Company, that whereas the glory of the nobility, Zubdud ul Mulck, Nassera Dowla, Colonel Clive, Sabat Jung Behauder, has been honored with a Munsub of the rank of six thousand and five thousand horse from the Imperial Court, and has exerted himself in conjunction with me, with the most steady attachment, and in the most strenuous manner, in the protection of the Imperial territories, in recompense thereof, the Pergunnah of Calcutta, etc, belonging to the Chuckla of Hooghly, etc, of the Circar Sautgaum, etc, dependent on the Khalsa Shereefa and Jaghire, amounting to two hundred and twenty two thousand nine hundred and fifty eight Sicca Rupees, and something more, conferred on the English Company by the Dewanny Sunnud, as their Zemindarry commencing from the month Poos, in the eleven hundred and sixty fourth year of the Bengal style. From the half of the season Reebee Sooskaneel in the 1165th year of the Bengal style, is appointed the jaghire of the nobility aforesaid. It behoves you to look upon the above person as the lawful jaghirdar of that place, and in the same manner as you formerly delivered in the due rents of the Government, according to the Kistbundec, into the treasury of the court and the jaghire taking a receipt under the seal of the Daroga and Mushruf, and Treasurer, now in the like manner you are regularly to deliver to the aforementioned jaghirdar the rents, according to the stated payments and receive a receipt from the aforesaid person. Be punctual in the strict execution of this writing.

Written the* 1st of Zeckaida 6th Sun of the Reign.

(The NABOB'S Mark.)

Endorsements.

D

It has passed

N B

Copied in the books

of the Dewanny, the 1st

of the Mohurrun, the

6th year of the Reign

N B—(Signed by

the Dewanny Secretary,

Peshkar or Accountant.)

H

Entered in the book of

Huzzoor, the 1st of Mohur-

run, the 6th sun of the

Reign

N B—(Signed by the

Nabob's Moonshee)

SUNNUD from the NABOB for the reversion in perpetuity of
 LORD CLIVE'S JAGHIRE to the COMPANY

Be it known to the Counsellors and Chiefs of the English Company, the
 present and future Muttasaddes, the Chowdrahs, Canongoos, Muccuddems,

* About the 13th of July 1759.

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